



Recharge Policy and Process

<i>Owned by:</i>	<i>Housing Rent Accounts</i>
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Recharge Policy

1. Introduction

- 1.1. This document sets out the recharge policy for tenants and leaseholders of Waverley Borough Council (Waverley). It is relevant to current tenants, former tenants and leaseholders through responsive repairs, service charges and void works as well as the financial recovery of garage repairs, vehicle removal and garden maintenance.
 - 1.1.1. Where this policy uses the term 'tenants' it should be taken to also refer to leaseholders.
- 1.2. The purpose of this policy is to embed the message of 'your home, your responsibility' into the social housing service and encourage positive tenant behaviour regarding the care of Waverley's housing stock.
- 1.3. The aim is to recover costs of rechargeable work. The definition of work that is rechargeable is any repair needed that is not due to fair wear and tear, or work that has to be undertaken when the tenant has failed to do so such as clearing items from outside the property or maintaining gardens.
- 1.4. Tenants who have made alterations to properties without the correct permission, and where the work is not to Waverley's void standard, will have to return the property back to its original condition or be recharged.
- 1.5. This policy will have the effect of reducing void times and budget expenditure, as the property will be better maintained and able to be reused for housing with minimal delay. This will be achieved through tenants taking responsibility for the condition of the property throughout the life of the tenancy.
- 1.6. If tenants fail to undertake works as required by their Tenancy and Estates Officer (TEO), Waverley will remove items from outside properties and undertake garden works in order to improve the standard of homes and communities for all. This work will then be recharged to the tenant.
- 1.7. The recharge role is undertaken by the Recharge and Collections Officer (RCO), with support provided by the Rent Accounts Manager (RAM).

2. Tenant Responsibility

2.1. Waverley's Tenancy Agreement clearly states that tenants will be recharged for damaging Council property or for negligence resulting in damage.

We will not make any charges if the court of the law says that we cannot do so. If any of the conditions say that we can charge you our costs, we will only charge you our reasonable costs, which you must pay. We will send you a bill, letting you know the amount of costs in each case. We will also explain why we are asking you to pay them. If you don't agree that you should have to pay our costs, we may have to go to court to ask for an order for you to pay. The court will then consider all the circumstances and your views and decide whether you should pay and, if so, how much.

2.2. The agreement also states the 'conditions' when we can recharge:

- Legal action to gain access
- Garden works
- Damage by the police
- Removal of a vehicle
- Damage to the home (beyond fair wear and tear)
- Removal of a tenant's own fixtures and fittings if no permission/damaged/unsafe
- End of tenancy clearance of rubbish and damage beyond fair wear and tear

3. Exemption

3.1. There will not be a recharge for work needed that is considered fair wear and tear.

3.2. Where a tenant suffers from a disability, this will not in itself be cause for an exemption. Each situation will be looked at to determine if the disability directly contributed to the damage caused.

3.2.1. Where a tenant has made Waverley aware of their situation, 'fair wear and tear' may be considered more flexibly as these tenants may inadvertently cause more damage to their home than others.

3.3. Where there is a possibility of damage caused by an abusive situation and the tenant has provided Waverley with the perpetrator's details, the recharge may be invoiced to the relevant third party.

3.4. If damage is caused as a result of criminal behaviour, a police crime reference number must be provided.

3.5. Where the tenant is deceased and the estate has insufficient funds.

3.6. In all cases any identified exemptions will be presented on a case by case basis by the RCO to the RAM who will make the final decision.

4. Responsive Repairs

- 4.1. All current tenants must report repairs as stated within the Tenancy Agreement.
- 4.2. The Customer Services Team (CST) will determine by phone whether a repair is likely to be rechargeable or not. This will be through discussion with the tenant at the time of the repair being reported.
 - 4.2.1. If the repair is reported via a different method, the CST will call the tenant to clarify whether the work is rechargeable.
 - 4.2.2. If a housing contractor attends a property to undertake a repair and feels the work was not caused by fair wear and tear, they will report back to the CST.
 - 4.2.2.1. In all cases, pre and post photographic evidence will be taken.
- 4.3. In the event of any dispute, the Maintenance Inspector's decision is final.

5. Tenancy termination

- 5.1. Following receipt of an Orchard notification, the RCO will arrange to visit the tenant or next of kin at the property in conjunction with their TEO.
 - 5.1.1. Tenants will be verbally advised of potential rechargeable repairs during the visit. Written confirmation will be sent via post during the same week.
 - 5.1.1.1. This verbal advice is not exhaustive. Final cost confirmation will be provided to the RCO by Mears after void works have been completed. This will form the basis of the invoiced recharge.
 - 5.1.2. Tenants may choose to carry out any repair advised following the end of tenancy visit at their own cost.
 - 5.1.2.1. Certificates will be required for any specialist work undertaken, such as (but not limited to) electrical, gas or plumbing.
 - 5.1.2.2. Work undertaken by the tenant will be inspected by Waverley to ensure it is up to the void standard. If not, a rechargeable repair will then be carried out at a further cost to the tenant. This will be specified within the initial advisory letter sent by the RCO.
 - 5.1.3. All work needed to bring the property back up to the void standard will be specified by Mears during their void visit once the tenant has returned the keys.

5.1.4. Once all work has been completed, an invoice will be issued to the tenant by the RCO based on the actual work undertaken not due to fair wear and tear.

5.2. Tenants will be made aware of their liability for rechargeable repairs when undertaking a mutual exchange of their property by the Tenancy and Estates officer.

5.3. In the event that rechargeable repairs are identified following the death of a tenant, charges will be applied to the deceased estate where appropriate.

6. Improvement/alteration work

6.1. Permission must have been granted in writing prior to work being undertaken. It is the tenant's liability to provide evidence of this permission.

6.2. If there is no record of permission, or if work is not of an acceptable standard, the tenant may be liable to a recharge to return the property to its original condition.

6.3. In limited circumstances the work may be inspected by a housing surveyor and retrospective approval granted.

7. Leaseholders

7.1. Leaseholders will be charged using the same process as social tenants regarding responsive repairs that are deemed rechargeable.

7.2. Service charges will be invoiced by the RCO on a quarterly basis and follow the same recovery process as rechargeable works.

8. Payment

8.1. Invoices should be paid in full within 14 days of issue.

8.2. An administration charge of 15% will be added if a reminder invoice needs to be sent.

8.3. The RCO may negotiate a repayment plan if the amount cannot be repaid in full, with the aim of collecting the full amount due within a period of six months.

8.3.1. Each case is assessed individually, with more flexibility available to those in receipt of low incomes.

8.4. The RCO has discretion for waiving any administration charges. These waived charges will be reported to the RAM on a monthly basis.

8.5. All recharges will be collected according to the procedures laid down in the Recharge Policy and Process document.

9. Non payment

9.1. If tenants do not pay in full or enter into and fail to maintain a repayment plan, legal action may be taken which may include:

9.1.1. An application to the County Court for a Money Judgment and associated costs which will adversely impact personal credit reference records.

9.1.2. We may also refuse to allow tenants with debts to mutually exchange, bid on other properties, withhold a tenant reference or include the debt when providing a reference to another landlord.

9.1.3. Waverley may also refuse to allow non essential planned or improvement works to go ahead where there is an outstanding debt.

10. Appeals process

10.1. Should a tenant wish to challenge any recharge decision, they must do so at the first available opportunity. This would be upon receipt of the initial advisory letter.

10.2. In cases where there is a large difference between the work and cost contained within the advisory letter and when the invoice is actually issued, an appeal should be received within fourteen days of the invoice being received.

10.3. In the first instance the RCO will investigate the matter and write to the tenant of their decision, following confirmation with the RAM.

10.3.1. If the tenant / leaseholder disputes the decision, any further query should be dealt with using the complaints process as a level two complaint.

11. Equality

11.1. Waverley aims to operate a repairs service which is fair and accessible to all. This recharge policy will be applied sensitively, taking into account individual circumstances and vulnerabilities where they are identified.

Recharge Process

1. End Of Tenancy (EOT) visits

- a. Once an Orchard notification has been generated, an EOT visit will take place at the property. This is so that the RCO can undertake an initial assessment of what works will be needed in order for the property to reach the void standard and be capable of being re-let.
- b. Verbal advice will be given to the tenant during the visit, and a written confirmation will be sent by post clarifying work and approximate cost to give tenants the opportunity to undertake the work themselves.
- c. It will be clarified that this initial advice is not exhaustive. The work needed and associated cost is liable to change due to tenant belongings hindering a thorough investigation of the property and its condition.

2. Void visits

- a. Once a property is empty and the keys are in Waverley's possession, Mears and a Void Officer will undertake a visit to confirm what work will be needed for the property to reach the void standard. Any recharge to the tenant for repairs is based on this void property inspection and subsequent work completed.
- b. Photographic evidence will be taken and stored in case of later challenge by the tenant.

3. Recharge recovery – invoice

- a. Once the job card completion report has been received, the RCO will issue an initial invoice advising the tenant or next of kin of the work and costs that they are liable for. This invoice will contain notice that should a reminder in 14 days be necessary, a 15% administration charge will be added to the overall cost.
- b. A reminder invoice will be issued after 14 days of non engagement from the tenant or next of kin. This will have a 15% charge added to the total.
 - i. If a next of kin advises that the estate has insufficient funds to pay, evidence will be required prior to a write off request going to the RAM.
- c. A final letter warning of court action will be sent 14 days after the reminder invoice. This will warn of court costs and repercussions to credit ratings.

4. Recharge recovery – Court application

- a. With no engagement or payment from the tenant or next of kin, a decision will be made to proceed to court by the RCO. This will be discussed with the RAM.
 - i. It is expected that most if not all deceased tenant debts will be submitted for write off to the RAM.
- b. Application to the court for a Money Judgment and costs will be made via MCOL by the RCO.
- c. RCO will attend court to seek a Money Judgment and costs. If the tenant attends, a repayment plan will be sought.
 - i. A letter will be issued to the tenant advising of the court outcome regardless of their attendance.

5. Recharge recovery – Collection agency

- a. Following the court hearing if a Money Judgment was awarded, a letter will be sent to the tenant asking them to pay.
 - i. This letter will contain a warning that this will be referred to a collection agency should they not engage or make payment either in full or by setting up a repayment plan.
- b. The case will be referred to our collection agency who will be instructed to seek to recover the outstanding debt.

6. Unrecovered invoices

- a. These debts will remain on the account in order for them to be recovered at a later date should the tenant again wish to become a tenant of Waverley Borough Council.