



Recharge Policy and Process

<i>Owned by:</i>	<i>Housing Rent Accounts</i>
<i>This Policy:</i>	<i>August 2017, Reviewed February 2018</i>
<i>Management Board Date:</i>	
<i>JCC Cons Date:</i>	
<i>Next Review:</i>	<i>2019</i>
<i>Uploaded:</i>	

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, household clearance, vehicle removal and garden maintenance.

1.1.1. Where this policy uses the term 'tenant' or '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 after a request from Waverley such as clearing items from outside the property or maintaining gardens.

1.3.1. The charge for any work will be determined through reference to the National Housing Federation book, known as M3NHFSchedule Responsive Maintenance and Void Property Works. The relevant Schedule Of Rates (SOR) code will be used to enter required works via the Orchard housing software and will ensure consistency in pricing repairs as well as providing cost transparency for tenants.

1.3.1.1. Responsive repairs and void works do not include VAT.

1.3.2. Examples of common recharges to tenants are:

- Replacing light bulbs and light fitting repairs
- Gaining access when locked out of the property
- Re-glazing windows that have been broken
- Replacing broken toilet seats
- Plumbing works such as fixing leaks and repairing radiator valves
- Power failure where tenant has blown a fuse or otherwise interrupted supply
- Water damage where tenant has damaged or not reported damaged guttering
- Fire damage caused by tenant through intent, accident or negligence

1.4. Tenants who have made alterations to properties without the correct written 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 for this work.

- 1.5. This policy will reduce void times and budget expenditure, as the properties 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, thereby creating better communities to live in.
- 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. Awareness of this recharge process will be raised with tenants through the following measures:
 - Local press release
 - Social media posts
 - Annual article in Waverley's Homes and People magazine
 - Posters with large print in senior living communities
 - Leaflets posted with tenants' quarterly rent statements
 - Leaflet handed to tenant within initial new tenant sign up pack
 - Leaflet sent to tenant once termination of tenancy form received
 - Online information via Waverley website.
- 1.8. Awareness of this recharge process will be raised with Waverley staff and Contractor through the following measures:
 - RCO to attend team meetings to introduce the role and its purpose
 - RCO to attend All in Housing meeting to discuss role and its purpose
 - Briefing notes to be circulated to teams advising of process
 - Updates to be provided advising of progress where relevant
 - Clear transparent communication between Housing teams and RCO
- 1.9. 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. This will be determined by an initial conversation with the tenant, and in the case of dispute will be referred to a Housing Inspector prior to the work being carried out.

3.1.1. If an invoice has already been raised, any dispute should be referred immediately to the RCO who will undertake an investigation and respond to the tenant in writing with a decision.

3.2. Where a tenant suffers from a disability either physically or mentally, this will not in itself be cause for an exemption. When a disability is notified to the RCO in reference to a recharge, each situation will be looked at individually 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. Disabled tenants may inadvertently cause more damage to their home than others.

3.2.2. The RCO will undertake a home visit to discuss any recharge with a disabled tenant should it be determined that this would be beneficial. This can be prior to works carried out, to discuss an existing invoice or to engage with the dispute process.

3.2.3. Should the RCO feel it is required, a third party referral may be undertaken with the tenant's permission in order to provide any identified support need.

3.3. Where there is a possibility of damage caused by an abusive situation, it is expected that the tenant will engage with the RCO in order to ascertain clarity of the recharge circumstances. All communication with the tenant will be undertaken sensitively.

3.3.1. Abusive situations may include instances of victimisation under the Equality Act 2010 in regard to the nine protected characteristics: age; disability; gender reassignment; marriage and civil partnership; pregnancy and maternity; race; religion or belief; sex; sexual orientation.

3.3.2. Tenants should be encouraged to report the above crimes to the police. Once a crime reference number is gained, it should be notified to the RCO in order to waive any charge to the tenant.

3.3.2.1. Where possible, charges of this nature should be invoiced by the RCO to the perpetrator if their details are known.

3.4. For other circumstances of criminal damage not covered above, as a result of criminal behaviour external to the tenant's household, a police crime reference number must be provided to the RCO to avoid a recharge.

3.5. Where the tenant is deceased and the estate has notified there are 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 with recommendation of the charge being waived.

3.6.1. For invoices below the value of £100, the RCO may authorise the exemption. Any recharge higher than this sum must be authorised by the RAM.

3.6.2. All exemptions will be notified to the RAM regardless of amount charged and entered onto a database for reporting purposes.

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 but will not give approximate costs. This is due to any charge being liable to increase or decrease depending on the actual work completed.

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 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.

4.2.3. Out of hours jobs will be identified via a daily report sent to the CST for review. If rechargeable works are identified this will be updated on Orchard.

4.2.3.1. In all cases, pre and post photographic evidence will be taken.

4.3. In the event of any dispute as to cause of damage prior to any invoice being raised, the Housing Inspector's decision is final.

5. Tenancy termination

- 5.1. Following receipt of an Orchard notification, the CST will arrange for the RCO to visit the tenant or next of kin at the property in conjunction with the TEO.
 - 5.1.1. Tenants will be verbally advised of potential rechargeable repairs during the visit. Written confirmation of the same information will be left with the tenant.
 - 5.1.1.1. This verbal advice is not exhaustive. Final cost confirmation will be provided to the RCO by Waverley's Contractor after void works have been completed. This will form the basis of any invoiced recharge.
 - 5.1.2. Tenants may choose to carry out any repair advised verbally and in writing at the EOT visit at their own cost. The expectation is that this work is completed prior to the end of the tenancy.
 - 5.1.2.1. The end of tenancy date will be variable dependent upon the notice period given by the tenant.
 - 5.1.2.2. Certificates will be required for any specialist repairs undertaken, such as (but not limited to) electrical, gas or plumbing work.
 - 5.1.2.3. 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 on the form left with the tenant at the EOT visit by the RCO.
 - 5.1.3. All work needed to bring the property back up to the void standard will be specified by Waverley's Contractor 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 that is not fair wear and tear.
 - 5.1.4.1. Fair wear and tear will be determined by Waverley's Contractor in conjunction with the Voids Officer.
 - 5.1.4.2. All invoices should be ready for issue within a reasonable period following the EOT date, in line with Project 20. Should an invoice be delayed, this should be communicated to the former tenant or NOK.
- 5.2. Tenants will be made aware of their liability for rechargeable repairs when undertaking a mutual exchange of their property by their TEO.
- 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 and communicated to the NOK.

6. Improvement/alteration work

- 6.1. Permission must be 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.
 - 6.2.1. In the case of any dispute prior to an invoice being raised, the decision of Waverley's Contractor will be final.
 - 6.2.2. In limited circumstances work may be inspected and retrospectively approved.

7. Leaseholders

- 7.1. Leaseholders will be charged using the same process as social tenants regarding responsive repairs that are deemed rechargeable.
- 7.2. Leaseholder 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 or contact made with the RCO within 14 days of issue.
 - 8.1.1. An administration charge of 15% will be added if a reminder invoice needs to be sent.
 - 8.1.2. The RCO has discretion for waiving any administration charges.
 - 8.1.3. 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.
 - 8.1.3.1. There is no administration charge for setting up a repayment plan, and each case is assessed individually with more flexibility available to those in receipt of low incomes.
 - 8.1.3.2. A variety of payment options are offered for tenant convenience:
 - Direct debit or Standing orders
 - Online and telephone payments
 - Payment card to use in Post Offices or Pay Points
 - Transfer of rent credit

- 8.2. 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 EOT recharge advice, they must do so at the first available opportunity. This would be upon receipt of the initial advice.
- 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. Should a tenant wish to challenge any responsive repair invoice, they must do so preferably in writing to the RCO upon receipt of the invoice and within the first fourteen days to avoid a 15% administration cost being added to the bill.
- 10.4. For both EOT and responsive repair disputes, the RCO will investigate the matter and write to the tenant of their decision following confirmation with the RAM.
 - 10.4.1. If the tenant / leaseholder then dispute the RCO 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 with either the RCO or the TEO. The Officer will 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 handed to them 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.
- d. If the RCO is unable to attend, the TEO will complete the form and hand over a recharge business card. Photographic evidence will be taken of any damage and stored for evidence.
 - i. On return to the office, the TEO will notify the RCO of any work identified via the recharges email.
 - ii. Should any repair be needed for wear and tear, the T&E Officer will raise this via the repairs email.

2. Void visits

- a. Once a property is empty and the keys are in Waverley's possession, the Contractor 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.
- c. The Void Officer will ensure all recharge orders are raised correctly so that the information is accessible by the RCO.
- d. The Void Co-ordinator will undertake a weekly check to ensure all recharges have been raised and notified to the RCO.

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 which are not addressed by the next of kin will be submitted for write off to the RAM.
- b. An 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. If there is still no response, 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. The balance will need to be cleared should a former tenant wish to become a tenant of Waverley Borough Council again.