



PA Housing

PA Housing Recharge Policy

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Owning manager

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Department

Income Management Team

Approved by

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Next review date

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Paragon Asra Housing Limited (PA Housing) is committed to equality and diversity. This policy has considered the Equality Act 2010 and its protected characteristics which are: race, gender, gender reassignment, disability, religion or belief, sexual orientation, age, marriage, civil marriage and partnership, and pregnancy and maternity explicitly.

We will make sure that all of our communication is fully accessible and to achieve this if a policy or document needs to be available in other formats we will provide them.

1 Introduction

- 1.1 PA Housing will recharge residents for any repair, removals or clearance cost that are the resident's responsibility. Recharges will be raised where the responsibility does not fall within our obligations as a landlord (i.e. we are not required to undertake the work or where a repair or replacement is not the result of fair wear and tear under the terms of the tenancy agreement or lease). These are set out in your tenancy agreement and the Maintenance Policy.
- 1.2 The Recharge Policy is PA Housing's expectation that our residents repair any damage that they are responsible for, whether it is accidental or deliberate, to an agreed standard. This also includes taking responsibility for keeping their home in good condition.
- 1.3 Whilst reading this policy we strongly recommend that our residents arrange home contents insurance, so you are covered if any of your belongings are damaged, stolen, or you lose your keys.
- 1.4 Financial assistance may not be available if you do not have contents insurance.

2 Definition

- 2.1 We will recharge residents for the replacement, removal or repair of an item, if it has to be done because:
 - A deliberate act or accidental damage caused by you, your family or visitors.
 - It exceeds the reasonable threshold for fair wear and tear.
 - The removal of fixtures, fittings, walls, alterations and works to any part of the building, outbuildings or garden and boundaries has been done without prior written permission from us.
 - The work carried out by you received permission from PA Housing to be done but was not completed to an appropriate

standard.

- The property has been used inappropriately (e.g. blocking toilets or sink/bath waste).
- Items have been left by you when you have vacated the property and PA Housing have to remove it and this incurred costs in the process before the re-let of the property.
- Work or clearance of items that is required to a garden, including hedges, shrubs, tree maintenance in customers gardens at any time or at the end of a tenancy.
- Electrical work has been carried out that is not certified by a competent electrician.
- Gas work has been carried out contrary to gas regulations.
- You have lost your keys or security fixture keys.
- Damage to your property was caused by lawful entry by police or other statutory bodies.
- You have inappropriately used the out-of-hours emergency assistance service.
- Pest infestation has been caused due to the condition of the property for example, rubbish and debris left on the premises.
- A leak was due to your damage or neglect, for example, leak from washing machine or failure to report a leak to PA Housing.
- You have dumped or fly tipped bulky items or rubbish that PA Housing has to remove.
- If we identify items that have been left in communal areas we will attach a Tort Notice to them, which gives a date by when they must be removed.
- If the items are not removed by the date shown, we will arrange for the disposal of them in line with our policy, and you may be charged for the removal.

- Removal and or storage of waste, rubbish, refuse, goods, items in communal parts including motor vehicles. The costs of removal and storage costs may be recharged to the owner of the goods, where identified.

However, in instances where the police gain entry to carry out a search of the property, the resident will be invoiced for the cost of the damage. If the resident disputes the action and/or no criminal conviction ensues then the resident must be advised to contact the police to request compensation.

3 Engagement

- 3.1 We are committed to ensuring that all stakeholders have the opportunity to influence and shape the development, implementation, and review of this policy.
- 3.2 Feedback and input from relevant parties will be actively sought through consultations, meetings, and through our involved resident groups.
- 3.3 Regular reviews will be conducted to ensure that the policy remains effective, relevant and align with the corporate strategies.

4 Your Responsibilities

- 4.1 Repairs that are the customer's responsibility will be identified at the pre tenancy termination inspection.
- 4.2 The residents will be advised that they must carry out any tenant repairs before leaving the property. If the repairs are not completed prior to leaving the property, PA Housing will recharge the tenant the cost of carrying out the repairs.
- 4.3 The residents will be advised that the property must be left clean, clear of personal possessions, this includes the loft and garden and hard standing areas. Customers are required to leave the property with no debt on the electric or gas meter and ensure the electric and gas cards where applicable are left next to the meter. All keys, including communal keys, are returned to the office in the pre-paid envelope.
- 4.4 PA Housing recognises that there will be exceptional circumstances where this may not be possible, these cases will be assessed on a case-by-case basis and a way forward will be agreed with the customer.

- 4.5 In the event of a decant, if we incur charges or losses due to the resident not accepting a reasonable offer of temporary accommodation or refusing to move back to their principal home.

5. Payments

- 5.1 Current residents' recharges will be placed on the Housing Rents system as a sub-account and will be managed (including any legal action) and collected at the same time as any other outstanding debt owed.
- 5.2 the payment of any rent arrears will remain the priority debt. Former tenant recharge will be set up as a sub-account on the former tenant account.
- 5.3 Where any works are carried out for one of our current tenants, any recharge bill will be final and will include VAT at the current rate. Any rechargeable repairs for one of our former tenants will not include VAT.

6 Commitments to You

- 6.1 In some circumstances it may be necessary to exempt certain residents from the rechargeable repairs policy. We will not recharge in the following cases:
- To the family of a resident who has passed away, if there is no estate. When a resident goes into residential care and has no means to pay.
 - Where a resident has been a victim of a serious crime and who has reported the crime to the police, obtained a crime reference number or valid supporting evidence from the police. For example, burglary.
 - The resident has been identified as vulnerable.

If the resident wishes to appeal against the charge levied against them, they should do so in writing within 14 days of the date of the invoice. No appeal will be heard beyond this timescale.

Any appeal will be considered by the appropriate manager or Head of Service in the relevant area.

If the resident is still not satisfied, they can make a formal complaint. All formal complaints will be dealt with under the PA Housing complaints policy.

Complaints can be made via phone, email, online, or in person contact: 0300 123 2221 | Email: complaints@pahousing.co.uk

7 Accountability

- 7.1 Compliance with this policy will be monitored by the Director of Tenancy Services and The Head of Income.
- 7.2 PA Housing will carry out a review of this policy as stated every two years and is subject to legal, regulatory changes when they occur.
- 7.3 Regular review by the relevant Head of Service and close monitoring of all recharges issued to ensure best practice is being adhered to regular review of recharges issued to ensure learning is identified at the earliest opportunity open communication with tenants through the recharge process to ensure transparency and the opportunity to improve.

8 Training

- 8.1 We will ensure that colleagues are provided with essential training in order to be able to deliver on this policy. Quality assurance and spot checks will be conducted to ensure that the policy is being implemented appropriately.
- 8.2 This policy will be scrutinised by the resident panel in order to take any feedback into account for learning and development purposes.
- 8.3 We aim to promote the policy within the website and other communication channels.

9 Data Protection, Information Sharing and Confidentiality

- 9.1 In accordance with data protection laws, including the General Data Protection Regulation (GDPR) and the Data Protection Act 2018, we are committed to ensuring that your personal data is handled with the utmost care and confidentiality.
- 9.2 All policies and procedures are developed in line with our approach to the following, data protection statement, equality diversity and inclusion (EDI) approach, complaints policy and our regulatory and legal obligations to ensure we deliver services in a lawful manner and treat people equally and fairly. PA's privacy policy can be accessed on our website.

Contractual

- Complaints
- Equality and Diversity
- Maintenance Policy
- Lettings

- Leave it Clear and Clean
- Income Management

Legislative

- Housing Act 1985
- Housing Act 1988
- Equalities Act 2010
- Anti-social Behaviour, Crime and Policing Act 2014
- Tenancy Agreement
- Lease Agreement
- Garage Agreement
- The Torts (Interference with Goods) Act 1977

Regulatory

This policy meets the Regulator of Social Housing Consumer Standards, in particular the. Home Standard, Neighbourhood and Community Standard and the Tenant Involvement and Empowerment Standard, and also the Economic Standards, in particular the Governance and Financial Viability Standard and the Value for Money Standard.