

Paragon Asra Housing Limited

# Recharge Policy

December 2019

Owning manager Department Approved by EMT Next review date Maria Frawley Property Services and Repairs January 2020 December 2022

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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.

# AUDIT LOG

Date of Change	Who updated	Details of the change

#### 1. Introduction

- 1.1 PA Housing will recharge customers for any repair cost that are customer's responsibility. Recharges will be raised where the repair does not fall within our repairing obligations as 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 Rechargeable Repairs Policy is PA Housing's expectation that our customers repair any damage that they are responsible for, whether it is accidental or deliberate, to an agreed standard
- 1.3 Whilst reading this policy we strongly recommend that customers arrange home contents insurance so you are covered if any of your belongings are damaged or stolen, or you lose your keys.

#### 2. Objectives

- 2.1 To ensure that all monies owed are repaid or that appropriate arrangements are in place to subsequently collect debts.
- 2.2 Where customers fail to meet their repairing responsibilities and PA Housing incurs costs, to seek to recover these costs from customers. In some case's we will request payment in advance before we will carry out a repair, replacement or removal of an item. Examples of this can be found in Appendix A.

### 3. Key points of the policy

- 3.1 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 exceeding reasonable 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 wastes).
- Items have been left by you when you have vacated the property and PA Housing have to remove it to re-let the property.
- Work or clearance of items that is required to a garden, including hedges ,shrubs , tree maintenance in resident's 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 and other authorised bodies.
- You have inappropriately used the out of hours emergency assistance service.
- Pest infestation has been caused due 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.
- Removal and or storage of waste, rubbish, refuge, goods, item s in communal parts including motor vehicles. The costs of removal and storage costs maybe recharged to the owner of the goods, where identified.
- 3.2 However, in instances where the police gain entry to carry out a search of the property, the customer will be invoiced for the cost of the damage. If the customer disputes the action and/or no criminal

conviction ensues then the customer must be advised to contact the police to request compensation.

#### 4. Rechargeable works to void and former tenant properties

- 4.1 Repairs that are tenants responsibility will be identified at the pre tenancy termination inspection. The customer 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.
- 4.2 The customer 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.

#### 5. Exemptions to the recharge policy

- 5.1 No charge will be made if the repair or replacement is needed as a result of domestic abuse, any hate crime or where a third party unconnected with the household causes the damage as anti-social behaviour case. In these case's we ask residents to report the incident to the police and get a crime reference number. We can also offer support and advice for victims of domestic abuse or hate crime.
- 5.2 In some circumstances it may be necessary to exempt certain customers from the rechargeable repairs policy.
- 5.3 We will not recharge in the following cases:
  - To the family of a customer who has passed away, if there is no estate. When a customer goes into residential care and has no means to pay.
  - Where a customer 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 customer has been identified as vulnerable.

#### 6. Settlement of disputes

- 6.1 If the customer 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.
- 6.2 Any appeal will be considered by the Repairs Services Manager or the Head of Repairs.
- 6.3 If the customer is still not satisfied they can make a formal complaint.

#### 7. Linked policies

- Complaints
- Equality and Diversity
- Maintenance Policy
- Lettings
- Leave it Clear and Clean

## Appendix A

PA Housing will seek payment in advance before undertaking a rechargeable repair or rechargeable corrective action if the issue does not impact your immediate health and safety. Some examples are provided below. The list is not exhaustive.

- Re-glazing of windows
- Rehanging of internal doors
- Replacement or repair of sanitary fittings.
- Replacement or repair of light fittings
- Replacement or repair of kitchen unit doors, drawers and units
- Replacement of tiles
- Repair of broken fences or gates
- Removal of overgrown trees causing a nuisance
- Removal of rubbish in gardens causing a nuisance
- Non urgent electrical work