



RECHARGES POLICY

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1.0 Statement

Radcliffe Housing Society (RHS) may be requested to carry out repairs or replacements within its housing stock or to enforce tenancy conditions upon residents in breach. Where such repairs, replacements or enforcement of tenancy conditions incur costs to Radcliffe, we may elect to seek recovery of costs.

2.0 Aims

To ensure we comply with our statutory obligations with regard to repairs, regardless of issues relating to alleged or proven responsibility for the item or items requiring repair.

3.0 Objectives

To highlight the types of categories for rechargeable items, set out below.

4.0 Repairs which are the responsibility of the tenant:

- 4.1 RHS is generally not responsible for repairing or replacing damaged items caused by the tenant or any persons for who they have responsibility, eg broken window, burnt kitchen worktop, forcing entry where the tenant has lost keys, broken wash handbasin, internal door handles and locks on toilets or other rooms.
- 4.2 Where a tenant requests a repair as a result of carelessness or negligence, including anyone they are responsible for, we will recharge for the repair or replacement costs to the tenant. Work will only generally be carried out upon receipt in advance of the full costs of such repair or replacement. We will consider the residents' rent and service charge account and will make a provision of a payment plan, where appropriate.
- 4.3 If RHS has boarded up a window and the tenant is refusing to pay for the window to be re-glazed then options to resolve the situation will be explored, for example taking action against the tenant for a breach of their tenancy conditions.
- 4.4 In terms of security, where the tenant has lost keys, RHS has no obligation to ensure security of the property and may elect to change locks only in the event of payment being made in advance. It may not always be possible for contractors to know the actual cost for repairs, until they attend the property. In this case a recharge form (Appendix I) will be sent to the tenant advising them to confirm they will accept additional charges and a payment large enough to cover the reported repair, should be received prior to the order being raised. This will be at the discretion of the Officer dealing with repairs.
- 4.5 Where a verified Police incident number is provided by the tenant and investigation determines it was not their responsibility, works will be carried out by us. This is until the person responsible is determined. A recharge will be based on the actual amount spent and invoiced to the tenant or person responsible.
- 4.6 Where the responsible person is charged by the Police for criminal damage to any of our properties, costs will be recovered through a Court order.
- 4.7 If our property is damaged in any way by the Police forcing entry (eg because of a warrant), then the resident is responsible for the costs to repair.

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5.0 Emergencies

5.1 If you call our Out of Hours service and it is established that there is to be a recharge, we will make the issue safe and write to you to confirm the cost of the recharge. Examples include:

- Our contractors attend to you and on an emergency visit and you are not home
- It is identified your appliance or equipment has caused electrical issues, and this wasn't checked
- Wilful neglect impacting plumbing matters, ie flushing nappies down toilets
- A blocked toilet, kitchen sink or bath through misuse
- An emergency callout is found not to be an emergency

6.0 Access Charges

6.1 We may require access to you home for the purposes of carrying out, for example, the servicing of gas appliances, or inspection of the property to determine damages allegedly caused. The examples below are not exhaustive:

- Wherever possible, reasonable efforts to reach a mutual agreement in relation to access should be attempted. If a tenant misses a scheduled appointment, then a recharge will automatically be raised.
- Routine estate management inspections may highlight, untidy gardens, communal spaces and grassed areas, discarded domestic appliances or household rubbish in communal areas., To ensure safety, we reserve the right to remove such items or tidy areas and then enforce tenancy conditions, where the tenant fails to co-operate.
- Failure to pay, may result in legal proceedings for breaching tenancy conditions. We retain the right to use all lawful means to recover any debt owing to it for any reason.

7.0 Void Recharges

7.1 When a tenant vacates a property, we must receive vacant possession of the property within the terms of the tenancy agreement.

7.2 If the tenant wishes for our contractors to carry out any work, this needs to be quoted and paid for in advance of permission being granted to exchange or terminate a tenancy.

7.3 If we do not receive vacant possession at the end of the tenancy, we will serve a TORT Notice (Appendix 2), with the aim of identifying who owns the belongings. If we have proof to identify who's responsible for the items, we reserve the right to dispose and sell of any items or deduct any recharges from the rent account.

8.0 Considerations

8.1 Tenants who owe a recharge to Radcliffe may not be considered for the following:

- Programmed maintenance and upgrade works including kitchens and bathrooms, providing their components currently meet Decent Homes Standards.
- New heating systems, ie change from gas central heating to electric heating
- Mutual exchange, Transfers or Assignments of a Tenancy, or joining our transfer list

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Appendix I – Rechargeable Repair Form

RECHARGEABLE REPAIR/WORK

FULL NAME OF PERSON/S LIABLE			
ADDRESS			
ADDRESS RECHARGEABLE WORKS RELATE TO			
JOB NO'S	DETAILS OF RECHARGEABLE WORKS	COST (£)	
ESTIMATED COST OF RECHARGEABLE WORKS PLUS 15% CHARGE FOR ADMIN COSTS			
SUB-TOTAL PLUS VAT AT 20%			
TOTAL ESTIMATED RECHARGEABLE AMOUNT			

I/We accept liability for the re-chargeable works as outlined above and I/We understand that failure on my/our part to pay the amount due, could result in action being taken through legal action for recovery of the debt.

I/We agree that if there is a credit on my rent account, the monies may be transferred to offset any amount outstanding on a recharge

Signed:

Date:

Staff Member:

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Appendix 2 – TORT Notice

NOTICE IMPOSING OBLIGATION TO COLLECT GOODS

Pursuant to Torts (Interference with Goods) Act, 1977 Sec 12 (1)

AND

NOTICE OF INTENTION TO SELL GOODS

Pursuant to Torts (Interference with Goods) Act, 1977 Sec 12 (3)

For Immediate Attention of:

.....

You were recently a tenant of:

(Address)

and vacated on or around ***insert date***, where the goods listed in the schedule below are believed to be in your ownership and were left abandoned at the property.

This is a breach of the terms of your tenancy agreement signed on ***insert date*** and clause ***insert number*** to give up Vacant Possession at the end of your tenancy.

NOTICE is hereby given that:

- 1. Radcliffe Housing Society Ltd (Landlord) confirm that goods referred to in the schedule below which are held at ***insert address*** are ready for collection by yourself within the next 7 days.

- 2. The goods can be collected by mutual arrangement with the author of this notice, contact details are below.

- 3. If you fail to arrange to collect the goods within the next 7 days, commencing with the date of this notice, Radcliffe Housing Society Ltd intends to sell or otherwise dispose of the goods after that date. The costs of any sale or disposal will be deducted from any sum accrued.

Dated.....

Signed..... Radcliffe Housing Society (Landlord)

Schedule of Items:

Room	Item