Recharges Policy

Version Number	4.2
Date Applies From	20/03/2024
Policy Owner	Executive Director of Finance
Next Review Date	20/03/2027
Strategy Link	Making the most of our resources

Key connected legislation/regulation:

- Social Housing Regulation Act 2023
- Landlord and Tenant Act 1985
- Housing Act 1985
- Housing Act 1988
- Housing Act 1996
- Housing Act 2004
- Equality Act 2010
- Human Rights Act 1998

Annual Checks

Policy owners should ensure that an annual check of hyperlinks, roles, and names is undertaken. These checks are in addition to formal review process. Please see Policy and Procedure framework guidance for further details.

If you need this information in an alternative language please call

0161 605 7260

For other formats please call

0300 123 5522

Introduction

ForHousing aims to provide tenants with a high quality, efficient and comprehensive repairs service whilst maintaining properties to a high standard. However, where a repair is required as a result of damage or neglect caused by the tenant, ForHousing will recharge the tenant for the cost of those repairs.

Scope of Policy

This Policy sets out the circumstances in which tenants will be recharged for repairs and other activities and explains how ForHousing will maximise collection levels.

Where a repair is required as a result of tenant damage or neglect, the repairs will only be completed after full payment has been received. The exception to this rule is emergency repairs, which will be completed prior to full payment being received, following which the cost will be recharged to the tenant. Affordable payment plans are available to assist tenants in financial hardship.

This Policy will ensure that:

- A consistent and fair approach is adopted in relation to defining a rechargeable repair.
- A consistent and clear message is communicated to tenants and staff in terms of actions that will be taken against tenants or former tenants that have caused damage to properties.
- Effective measures are in place to recover costs incurred, and where persistent rechargeable repairs occur, we will ascertain if there any other support needs or if further action is required to prevent further damage being caused.

ForHousing will explain the importance to tenants upon signing for the tenancy of keeping the property in good repair and to report issues of maintenance as soon as they occur and will also highlight that any tenant damage, or neglect, will be recharged.

ForHousing strives to recover the costs of repair works carried out due to tenant's non-compliance with the terms of their tenancy agreement during the tenancy or when the property has been vacated.

Roles and Responsibilities

As the owner of this policy, the Income Maximisation Team will ensure the Policy is reviewed every three years, or as required by any changes either to ForHousing or legislation.
Income Maximisation are responsible for:

- The collection of rechargeable repairs.
- Raising of the void recharge invoices.

The Neighbourhoods Team are responsible for:

- The identification of the Breach of Tenancy recharges.
- Communicating these charges to the tenant.

- Making agreements by means of “promise to pay” with the tenant where appropriate
- Recording of the promise to pay on the housing management systems.

Customer Connect Hub are responsible for:

- Identifying with the customer rechargeable repairs which are an emergency repair.

Maintenance Contract Managers are responsible for:

- Identifying the void recharges and the creation of the schedule to send to the Income Maximisation Team to raise the invoices.
- Any disputes raised by tenants in relation to repairs that have been identified.

Finance is responsible for:

- Raising of the invoices for any emergency recharges identified by the Customer Connect Hub or breaches of tenancy charges raised by Neighbourhoods.

Identification of Recharges

Potential recharges will be identified in a number of ways including:

- When a tenant reports a repair to the Customer Connect Hub.
- When a repairs visit is undertaken.
- When a general visit is undertaken.
- When a pre-termination inspection is completed.
- When the property is empty (a void property).
- When a tenant contacts the area office; and
- By authorised agents of ForHousing.

ForHousing will always carry out emergency repairs. If the emergency repair is rechargeable the tenant will be advised, they will be recharged for the cost of the repair. The relevant officer will aim to obtain full payment for the repair or obtain as much of the recharge as possible in advance. If this is not possible, then the tenant will be advised that they will be recharged for the work. Emergency repairs are defined as those that, if not completed, would be a danger to residents or the general public or could cause damage to the property. Examples of this type of repair could be hazardous electrical faults, major water leaks or bursts, or where there are security concerns.

Recharges will include the cost of carrying out the works, based on the Schedule of Rates agreed with contractors. All costs are subject to a 10% administration fee plus VAT.

Tenants have the option to carry out rechargeable repairs themselves, but these must be done within timescales set for the relevant repairs category. ForHousing will instruct a qualified inspector to survey completed works to ensure that they meet required standards.

If the tenant asks ForHousing to complete the repair, the tenant will be informed this will only be approved once full payment has been received (except if the repair is deemed to be an emergency repair). If required, a payment plan can be arranged with the tenant to facilitate affordable instalments until the total amount of the repair cost has been received, at which

point the repair will be planned. The tenant will be asked to sign a “Promise to pay” agreement which will be recorded on ForHousing’s document management system.

Persistent Recharges

ForHousing will review rechargeable repairs data to identify tenants that persistently damage their property, or continually require a lock change to gain access to the property, for example. This is to ensure that these tenants are identified at an early stage and where necessary the appropriate support can be provided to the tenant, or the necessary action taken to prevent further damage being caused.

Tenancy Support

If ForHousing have information that a tenant has support needs, it will provide additional advice and assistance to help tenants to sustain their tenancy. This may be a referral to our Tenancy Sustainability Service or to an external agency.

What Will Be Recharged

Works carried out by ForHousing due to non-compliance of the tenancy agreement will be recharged. Examples of recharges include:

- Wilful damage or neglect due to actions of the tenant or former tenant, household members, invited guests or contractor employed by the tenant.
- Alleged break into the property where the tenant has not reported this to the Police and does not have a crime reference number.
- Any component of the property that does not become defective due to fair wear and tear.
- Action not taken by the tenant, such as reporting repairs.
- Removal of items left in communal areas.
- Clearing properties at any time during a tenancy or at the point the tenancy ends.
- Clearing gardens at any time during a tenancy or at the point the tenancy ends.
- Making good any alterations carried out by the tenant where approval has not been authorised to carry out such works or has resulted in damage to the property or neighbouring property.
- Any court costs as a result of a breach of tenancy conditions, for example incidents of anti-social behaviour or gaining access to properties to carry out a gas service or electrical inspections.
- Call out fees for any out of hours work carried out which is not deemed to be an emergency.
- Where specialist equipment and/or materials have been ordered and the tenant refuses to have them fitted or provide access (with the cost of the equipment / materials recharged)
- Loss of key fob.

Examples of where a recharge may be applied or where the tenant can carry out the works themselves at their own cost include:

- Boarding up broken windows.
- Re-glazing windows.
- Forced entry because of lost keys.
- Supplying, fitting and/or repairing additional locks.
- Repair due to unauthorised DIY, such as wall removal.

- Decent homes components requiring replacement outside of their planned lifecycle.
- Repeated repairs due to tenant actions, such as blocked wastepipes.

Tenant Responsibility Repairs

Tenants can ask ForHousing to carry out repairs which are classified as the tenants' responsibility. These are usually fixtures and fittings which were in working order when the tenant signed for the tenancy. These include bath panels, internal doors, toilet seats and replacement locks because of lost keys. ForHousing will require payment in advance for these non-essential works.

What Will Not Be Recharged

ForHousing will not make a recharge in the following cases:

- To the family of a tenant who has passed away if there is no estate.
- When a tenant goes into residential care and has no means to pay.
- Where a tenant has been a victim of a serious crime, and who has reported the crime to the Police and obtained a crime reference number or valid supporting evidence from the Police.
- Any damage caused to the home of a tenant by someone behaving in a racially motivated or anti-social manner or due to domestic abuse, where incidents are reported to ForHousing as an act of anti-social or racially motivated behaviour or due to domestic abuse.
- Works that are required due to fair wear and tear of the property as defined by component lifecycles.
- If a faulty security fob needs replacing, and it is returned ForHousing.
- Items left in an empty property, such as carpets and fitted wardrobes, where this has been agreed by ForHousing, for example, for use by the next tenant.
- The damage is not part of a history of repeated accidental damage.
- The tenant has been identified as having housing support needs and the damage caused is as a result of these needs.

Improvements

Improvements made to the property will not be recharged where approval to carry out such works has been granted and completed works have been inspected by a surveyor from ForHousing and confirmed in writing. An exception applies where permission granted is conditional requiring the tenant to return the property to its original condition at end of tenancy.

Appeals Process

Tenants, including former tenants, have the right to challenge recharges. Such requests will be considered by the relevant Operational Manager. Tenants also have the option to take independent advice, such as the Citizens Advice Bureau, Law Centre or a Solicitor.

Recovery of Recharges

If attempts to recover recharges have been unsuccessful, depending on the level of debt and likelihood of recovery, ForHousing will decide whether to commission a debt collection service or make a referral to court to recover the debt. Any debt recovery costs will be recharged to the tenant and include administration costs, Court and Solicitor fees, debt collection service fees

and VAT. Recovery of repairs recharges is subject to the hierarchy of debt set out in the Rent & Service Charge Collection Policy.

If debts cannot be recovered or are uneconomical to recover the debt will be written off in line with agreed Bad Debt Write Off procedures and authorised in line with financial regulations. Current and previous tenants risk suspension from future property allocations if they have breached their tenancy conditions. Failure to pay recharges is considered a breach of tenancy conditions.

Breathing Space

On 4th May 2021 the Government introduced new legislation called the Debt Respite Scheme more commonly known as “Breathing Space”. Breathing Space will give someone in problem debt the right to legal protections from their creditors. There are two types of breathing space:

1. a standard breathing space, and
2. a mental health crisis breathing space

A standard Breathing Space is available to anyone with problem debt. It gives them legal protections from creditor action for up to 60 days. The protections include pausing enforcement action and contact from creditors.

A mental health crisis Breathing Space is only available to someone who is receiving mental health crisis treatment. It lasts as long as the person's mental health crisis treatment, plus 30 days.

Best Practice

ForHousing will continue to seek best practice and will consider alternative processes should they be required and approved through a review of this Policy. This may involve completing pilots with certain groups of tenants and /or certain rechargeable works.

Efficiency

Departments within ForHousing who are involved in the recharge process such as Finance, Asset Management, Customer, Data & Analytics and the Income Maximisation Team will continue to seek alternative ways of working which may involve further automated or digitalised processes to collect rechargeable repairs.

Value for Money

ForHousing will undertake a value for money review to determine the cost of administering recharges. This will include considering additional resource, streamlining of processes, and the outcomes versus the outputs, for example.

Equity, Diversity, and Inclusion

We value diversity and work to create an inclusive environment for our customers and colleagues, where everyone has access to the same opportunities. We welcome our responsibility to comply with equalities legislation and regulatory requirements that relate to

equity, diversity and inclusion and aim to do more. Through our activities we aim to remove systemic barriers to equal opportunities and eliminate all forms of discrimination, harassment, and victimisation within our organisation.

We are committed to providing excellent customer services, which are fair, equitable and inclusive. As such, we will endeavour to understand and make any reasonable adjustments required for customers in line with ForHousing's Reasonable Adjustment Statement and the Equality Act 2010. Any reasonable adjustment provided will be recorded and kept under active review.

Implementation and Communication

If staff become aware of problems with effective operation of the Policy or the associated procedures, they should report this to the Policy Owner. This feedback will be incorporated into the policy / procedural review process.

Conditional property improvement permissions requiring the tenant to return the property to its original condition at end of tenancy will be retained on ForHousing's document management system for reference and enforcement when properties become vacant.

Monitoring, Recording, Reporting

ForHousing will monitor and report performance in compliance with this Policy taking into account the level of recharges and associated recovery rates.

Related Documents

- Recharges Procedure.
- Rent Income Policy Rent Income Procedure
- Repairs and Maintenance Policy
- Voids and Allocations Process Map – Void Works Process Map.
- Redress Policy

Co-production

The tenancy agreement defines tenants' actions considered to be in breach of the tenancy. This includes property damage and neglect which this Policy identifies as circumstances in which required repairs will be recharged to the tenant. Tenants are consulted on changes to the tenancy agreement.

Approval & Review History

With effect from 23/10/2024 the approval route for the Rechargers Policy is:

SLT – EMT

Date	Version	Approved by	Detail
01/06/2021	1		
01/06/2021	2		Document reviewed and extended for 2 years. Included new Breathing Space legislation.
01/10/2021	3		Breathing space legislation and the insertion of roles and responsibilities and change to recovery of
20/03/2024	4	Executive Management Team representative(s)	Uploaded to new template DPIA approved
18/07/2024	4.1		Addition of Equity & Reasonable Adjustment Statement.
24/04/2025	4.2	Director of Income Maximisation	Copied text from old template to new template – updated Key legislation