

Recharge Policy

Originator:	Policy and Strategy Team
Approval Date:	September 2017
Review date:	September 2020

1	Introduction
1.1	<p>One Vision Housing (OVH) aims to provide, high quality, value for money services that make the best use of available resources. To achieve this aim, OVH enforces all aspects of the Tenancy and Leasehold Agreements it has with its customers. This includes recharging for repairs and other works that are the responsibility of the customer.</p>
1.2	<p>This Policy sets out OVH’s position on rechargeable works for existing tenants, former tenants and leaseholders. For the purposes of this Policy, recharges are applied when OVH incurs costs for completing works that are the responsibility of tenants or leaseholders to complete under the terms of the tenancy agreement or lease.</p>
1.3	<p>The Policy ensures that OVH complies with provisions regarding rechargeable works as set out in the Housing Act 1985, Common Hold and Leasehold Reform Act 2002 and Housing Act 2004.</p>
1.4	<p>The application of the Policy also ensures compliance with the outcomes of the Regulatory Framework for Social Housing in England as adopted by the Housing Community Agency as follows:</p> <ul style="list-style-type: none"> • Registered providers shall: <ul style="list-style-type: none"> ○ Treat all tenants with fairness and respect ○ Demonstrate that they understand the different needs of their tenants, including in relation to the equality strands and tenants with additional support needs ○ Provide a cost-effective repairs and maintenance service to homes and communal areas that responds to the needs of, and offers choices to, tenants, and has the objective of completing repairs and improvements right first time ○ Meet all applicable statutory requirements that provide for the health and safety of the occupants in their home ○ Provide choices, information and communication that is appropriate to the diverse needs of their tenants in the delivery of all standards ○ Have an approach to complaints that is clear, simple and accessible that ensures that complaints are resolved promptly, politely and fairly

<p>1.5</p> <p>1.5.1</p> <p>1.6</p> <p>1.6.1</p> <p>1.6.2</p> <p>1.6.3</p> <p>1.7</p> <p>1.7.1</p> <p>1.7.2</p> <p>1.8</p>	<p>Access and Communication</p> <p>OVH is committed to ensuring that our services are accessible to everyone. We will seek alternative methods of access and service delivery where barriers, perceived or real may exist, that may make it difficult for people to work for us or use our services.</p> <p>Equality and Diversity</p> <p>OVH is committed to ensuring that no person or group of persons will be treated less favourably than another person or group of persons and will carry out our duty with positive regard for the following core strands of equality; Age, Disability, Gender, Race, Gender Re-, Sexual Orientation, Marriage and Civil Partnership, Maternity and Pregnancy, Religion and/or Belief.</p> <p>OVH also recognise that some people experience disadvantage due to their socio economic circumstances, employment status, class, appearance, responsibility for dependants, unrelated criminal activities, being HIV positive or with AIDS, or any other matter which causes a person to be treated with injustice.</p> <p>OVH will also ensure that all services and actions are delivered within the context of current Human Rights legislation. Staff and others with whom we work, will adhere to the central principles of the Human Rights Act (1998).</p> <p>Complying with the Money Laundering Regulations 2017</p> <p>OVH will ensure there is a designated person on the Board of Management that has responsibility for ensuring compliance with the Money Laundering Regulations 2017 and that they have received appropriate training and guidance to fulfil this role effectively.</p> <p>The designated Board member will seek assurance that OVH has appropriate procedures in place to check the provenance of any large payments that are received or offered in relation to OVH financial transactions. This will apply especially where customers or third parties have difficulties in explaining the origins of the finances and will make appropriate alerts in conjunction with the Money Laundering Reporting Officer, as required. For full details see the OVH Anti-Fraud, Corruption and Money Laundering Policy.</p> <p>This Policy should be read in conjunction with :</p> <ul style="list-style-type: none"> • OVH Repairs, Maintenance and Planned Works Policy • OVH Residential Leaseholders Policy • OVH Anti-Fraud, Corruption and Money Laundering Policy • OVH Tree Management and Grounds Maintenance Policy
<p>2</p>	<p>Statement of Intent</p>
<p>2.1</p>	<p>OVH will undertake all maintenance work and other remedial works to its properties to fulfil its duties as a responsible landlord as outlined in the Housing Health and Safety Rating System - HHRS (introduced under the Housing Act 2004).</p>

2.2	OVH's obligations in respect of HHSRS, apply to those elements of the property that are considered to be the responsibility of the owner (or landlord) even where the dwelling is occupied. Responsibility for fixtures and fittings will lie with the user (the tenant or leaseholder) unless they are provided by OVH as part of a furnished tenancy or where shared rooms are provided.
2.3	At the sign-up process for new tenants and leaseholders, OVH will make customers aware of their responsibilities to upkeep and maintain certain aspects of the property and that failure to do so may result in OVH pursuing payment for 'rechargeable works'.
2.4	Where possible OVH will collect payment or obtain agreement to pay for rechargeable works in advance of any services being provided. Where works need to be carried out quickly to prevent a health and safety or security hazard, OVH has discretion to seek payment retrospectively.
2.5	Whilst applying the Policy fairly and consistently to tenants and leaseholders who cause rechargeable works to be raised, each case will be dealt with on its own merits. OVH staff will have discretion to waive recharges where the tenant is deemed to be vulnerable or incidents happen which are beyond their control.
2.6	Vulnerability will be determined on an individual basis and may include victims of crime, anti-social behaviour and harassment, those experiencing mental health issues and domestic abuse. Any vulnerability issue will be looked at on a case-by-case basis and an assessment will be completed (unless OVH has prior information to indicate a customer may be vulnerable).

3	Policy
----------	---------------

3.1	<p>OVH will apply recharges to tenants and leaseholders for damage caused by themselves, members of their household, or visitors to their property in the following circumstances;</p> <ul style="list-style-type: none"> • Where there is deliberate, negligent or accidental damage to OVH fixtures and fittings in its properties, communal areas and land • Where OVH incurs costs for clearing and ensuring proper functioning of all aspects of drainage that are associated with the property, if this is found to have been caused by the tenant's misuse or neglect • Where OVH incurs costs for replacing damaged or stolen furniture which forms part of a furnished tenancy package, or in communal parts of buildings • Where OVH incurs costs for removing and storing items left at properties, surrounding grounds and outbuildings after the tenancy is terminated • Where OVH incurs costs for removing and disposing of items left at properties, in communal areas, surrounding grounds and outbuildings where this causes a fire risk and/or has a negative impact to the environmental appearance and/or there is a threat to health and safety(including actions to tackle infestation) • Where OVH incurs costs for removing and/or replacing unauthorised alterations or damages to its properties when a tenancy is terminated, or such works are identified during routine inspections and tenancy audits by OVH staff and/or contractors on its behalf • Where OVH incurs costs for replacement items including entrance fobs, replacement keys and lock changes, where the replacement is due to tenant loss
-----	----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------

- Where OVH incurs costs for securing and making good properties where the Police force entry and make an arrest whether it is the occupier or a visitor to the property
- Where OVH incurs costs that are associated with gaining reasonable access to properties to carry out emergency repairs or for cyclical safety testing
- Where OVH incurs costs associated with no access for out-of-hours emergency repairs
- Where OVH incurs costs for carrying out garden and/ or tree maintenance work that is the responsibility of the tenant in accordance with the OVH Tree Management and Grounds Maintenance Policy
- OVH may recharge tenants to recover costs of any aborted investment works if it is proved that they unreasonably failed to provide access or changed their mind after materials (or designs) have already been ordered or signed-off
- OVH may recharge tenants where false information has been provided to obtain an emergency call-out

3.2 The above list of rechargeable items is not exhaustive and OVH reserves the right to issue recharges for all works that are the responsibility of the tenant, former tenant, or leaseholder to carry out.

3.3 Where tenants or leaseholders raise non-emergency or urgent repairs that are deemed to be rechargeable works, OVH will normally seek payment in full before works are issued. This will involve taking secure payments over the phone if customers have debit account or credit card facilities for immediate payments.

3.4 If the repair is deemed to be an emergency, OVH will try to seek payment in full before works are issued. If, however, the customer is unable to pay OVH will carry out the works and will recharge retrospectively. An emergency will normally meet the criteria listed below:

- A risk to health and safety, which is of immediate danger to the customer or others
- A risk to the security of the property that the customer is unable to resolve from their own resources or capabilities
- The repair is likely to cause significant further damage to the property if left unresolved

3.5 OVH will inform the tenant or leaseholder of the estimated amount they will be expected to pay in full when the works are issued if this is known in advance. This will include additional amounts if the works are to be completed outside of normal working hours (8.00 – 4.30 on weekdays – excluding bank holidays)

3.6 Where the final costs are not known or subsequently increase from original estimates, OVH will inform the customer that the works are rechargeable and these costs will be applied retrospectively or additional invoices will be issued.

3.7 Where tenants or leaseholders refuse to pay in full or fail to abide by suitable arrangement to pay recharges over a reasonable period of time, OVH will continue to attempt to contact the customer with a view to arranging payment. If the debt is not recovered, OVH will take decisions on the best way to pursue the debt and may instigate legal action to recover the outstanding amount.

3.8 Arrangements to pay rechargeable debts by instalments will be considered on a case-by-case basis and OVH will come to agreements based on the level of monies owed and the financial circumstances of the individual tenants or leaseholders concerned. All arrangements to pay

	by instalments will be reviewed by the appropriate Neighbourhood Services Officer or Independent Living Officer.
3.9	Where OVH discovers rechargeable works that have not been reported as repairs, OVH will take action to recover costs for any remedial works required from tenants or leaseholders and may take photographic evidence to support legal actions. This will include damage or remedial works that are discovered when tenancies are relinquished.
3.10	OVH will not pursue recharges against tenants and leaseholders who can prove that rechargeable works are caused by circumstances outside of their control, for example where they are victims of domestic abuse or harassment or are otherwise deemed to be vulnerable. Where appropriate, OVH will look to bring criminal charges against the perpetrators and pursue reimbursement through the courts.
3.11	In line with the Sub Regional Choice Based Lettings Allocations scheme, OVH reserves the right to suspend or class as ineligible applications for housing from former tenants or leaseholders that owe debts to OVH (or any of the other scheme landlords) for rechargeable works until debts are cleared in full or appropriate arrangements to pay are established.
3.12	OVH will actively pursue all rechargeable works debts which may include conducting further checks with the Experian Citizen View. Where necessary, OVH will request an 'Autotrace' in accordance with the OVH Recharge Procedure.
3.13	Where contact is lost with debtors or the debt is uneconomical to pursue, OVH may make provisions to write off the debt in accordance with the Financial Management Policy. OVH reserves the right to write back these debts should contact information about the debtor be obtained at a later date.
4	Implementation
4.1	The OVH Recharge Policy applies to all staff and there is a collective responsibility to ensure OVH maximises the collection of all income due to the organisation from rechargeable works.
4.2	The Void Survey Team will take accurate photographic evidence before commencing rechargeable works, which will be used to support recovery of any recharges applied to the tenant or leaseholders.
4.3	Whilst not all staff will have a direct responsibility for determining rechargeable works or administering the processes that underpin the Policy, all staff will need to be aware of the Policy to understand OVH's stance on recharges and to signpost any customer queries they deal with.
4.4	If no previous information is available about the potential vulnerability of customers facing recharges or it is due to circumstances outside of their control, the decisions to waver recharges will be made by the OVH Neighbourhood Service Manager.
4.5	Where possible, OVH will pursue monies owed for rechargeable works in Small Claims Court, if it is financially viable to do so.

5	Performance	
5.1	OVH provides internal performance information on the numbers of recharges issued and collection rates for Internal Audit purposes.	
6	Consultation	
6.1	The Tenants Policy Review Group was consulted on the 24-02-17. All OVH staff were consulted in the development of this Policy.	
6.2	The Policy has also been subject of external legal review in November 2017.	
7	Review	
7.1	The Policy will be reviewed every three years, from the date of Executive Management Team (EMT) approval by the EMT to ensure its suitability, adequacy and effectiveness or as required by issues that may come to light through operation of the Policy and its supporting procedures.	
8	Equality Impact Assessment	
8.1	Was a full Equality Impact Assessment (EIA) required?	Yes
8.2	When was EIA conducted and by who?	An Equality Impact Assessment Relevance Test conducted by the OVH Income Manager and the OVH Policy and Strategy Officer in 2014 is still relevant for this Policy review.
8.3	Results of EIA	The EIA Relevance Test identified the potential for differential and adverse impact as a result of operation of this Policy on certain groups that may be classed as vulnerable. The risks to these groups are, however, largely mitigated by the discretion OVH applies to enforce recharges on a case-by-case basis to any group that may be classed as vulnerable for any reason.
9	Scheme of Delegation	
9.1	Responsible committee for approving and monitoring implementation of the policy and any amendments to it	Executive Management Team
9.2	Responsible officer for formulating policy and reporting to committee on its effective implementation	Operations Director - Housing Services

9.3	Responsible officer for formulating, reviewing and monitoring implementation of procedures	Operations Director - Housing Services	
10 Amendment Log			
Date of revision:	Reason for revision:	Consultation record:	Record of amendments:
18 December 2015	In line with the Review Schedule	See section 6	<p>The following have been added to the list to the circumstances that OVH may recharge tenants:</p> <ul style="list-style-type: none"> • OVH may recharge customers for carrying out work to maintain garden, shrubs or trees that are their responsibility • OVH may recharge tenants to recover costs of failed investment works • The title has been changed from 'Recharge Policy' to 'Rechargeable Works Policy' • OVH will pursue recharges in Small Claims Court, where possible • The Policy makes reference to the Recharge Procedure • The Policy also states that OVH will take photographic evidence before commencing rechargeable works
12/09/2017	Not applicable	See section 6	<ul style="list-style-type: none"> • OVH Corporate objectives have been updated as per the OVH Strategic Plans • An inclusion that OVH may recharge tenants where false

			<p>information has been provided to obtain an emergency call-out</p> <ul style="list-style-type: none">• The title has been changed from the 'Rechargeable Works' Policy to the 'Recharge Policy'
--	--	--	-----------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------