

# Recharge Policy

Originator:	Policy and Strategy Team
Approval Date:	June 2024
Review date:	June 2027

<b>1</b>	<b>Introduction</b>
1.1	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.
1.2	This Policy sets out OVH’s position on rechargeable works for existing tenants, former tenants and leaseholders.
1.3	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 2000 and Housing Act 2004.
1.4	The application of the Policy also ensures compliance with the outcomes of the Regulatory Framework for Social Housing in England as adopted by the Regulator for Social Housing (RSH) as follows: <ul style="list-style-type: none"> <li>• Registered providers must provide tenants with information about the: <ul style="list-style-type: none"> <li>a) available landlord services, how to access those services, and the standards of service tenants can expect</li> <li>b) standards of safety and quality tenants can expect homes and communal areas to meet</li> <li>c) rents and service charges that are payable by tenants</li> <li>d) responsibilities of the registered provider and the tenant for maintaining homes, communal areas, shared spaces and neighbourhoods</li> </ul> </li> </ul>
1.5	<b>Access and Communication</b>
1.5.1	OVH is committed to ensuring that its services are accessible to everyone. OVH 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 it or use its services.
1.6	<b>Equality and Diversity</b>
1.6.1	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

	Identity / Gender Expression, Sexual Orientation, Marriage and Civil Partnership, Maternity and Pregnancy, Religion and / or Belief.
1.6.2	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.
1.6.3	OVH will also ensure that all services and actions are delivered within the context of current Human Rights legislation. OVH will endeavour to ensure its staff and others with whom it works, will adhere to the central principles of the Human Rights Act (1998).
1.7	<b>Complying with the Money Laundering Regulations 2017</b>
1.7.1	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.
1.7.2	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.
1.8	This Policy should be read in conjunction with : <ul style="list-style-type: none"> <li>• OVH Repairs, Maintenance and Planned Works Policy</li> <li>• OVH Residential Leaseholders Policy</li> <li>• OVH Anti-Fraud, Corruption and Money Laundering Policy</li> <li>• OVH Tree Management and Grounds Maintenance Policy</li> <li>• OVH Vulnerable Persons and Reasonable Adjustments Policy</li> </ul>

<b>2</b>	<b>Statement of Intent</b>
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2.1	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 - HHSRS (introduced under the Housing Act 2004), any amendments to these responsibilities to be introduced via Awaabs Law, when enacted and the provisions outlined in the Homes (Fitness for Habitation) Act 2018.
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 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).
<b>3</b>	<b>Policy</b>
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"> <li>• Where there is deliberate, negligent or accidental damage caused to OVH fixtures and fittings in its properties, communal areas and land where it has a management responsibility</li> <li>• 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 be the cause of misuse or neglect</li> <li>• Where OVH incurs costs for replacing damaged or stolen furniture which forms part of a furnished tenancy package, or in communal parts of buildings</li> <li>• Where OVH incurs costs for removing and storing items left at properties, surrounding grounds and outbuildings after the tenancy is terminated</li> <li>• Where OVH incurs costs for removing and disposing of items left at properties, surrounding grounds and outbuildings where this causes a negative impact to the environmental appearance and / or there is a threat to health and safety (including actions to tackle infestation)</li> <li>• Where OVH has to remove / store / dispose of (as appropriate), items left in communal parts of buildings that cause a fire risk / hinder safe evacuation in the event of an emergency e.g. mobility scooters</li> <li>• 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</li> <li>• Where OVH incurs costs for replacement items including entrance fobs, replacement keys and lock changes, where the replacement is due to tenant loss or misuse</li> <li>• Where OVH incurs costs for securing and making good properties where the Police force entry and make an arrest (that leads to a subsequent conviction), whether it is the occupier or a visitor to the property</li> <li>• Where OVH incurs costs that are associated with gaining reasonable access to properties to carry out emergency repairs or for cyclical safety testing</li> <li>• Where OVH incurs costs associated with no access for emergency repairs</li> </ul>

- 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 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 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 (i.e. works completed outside of the hours 8.00 am to 4.30pm on weekdays, weekends and 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 request emergency access to a property e.g. through lost or stolen keys and are in extreme financial hardship, OVH will request part payment up front before completing works (this would normally be an estimate for 50% of the total cost of the completing the works for requests submitted in normal working hours – see 3.5 above. Estimates for works requested outside of this period may be higher). OVH will subsequently contact the tenant to make arrangements for payment of the outstanding cost of the works, when true costs are known.

3.8 In these circumstances and with all emergency repairs if the tenant is unable to pay in full or make part payment a full recharge will be applied retrospectively (as outlined above in 3.4).

3.9 Where tenants or leaseholders that have had recharges applied, fail to abide by suitable arrangements to pay over a reasonable period of time, OVH will continue to attempt to

	<p>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.</p>
3.10	<p>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 will take photographic evidence to support legal actions. This will include damage or remedial works that are discovered when tenancies are relinquished.</p>
3.11	<p>OVH will exercise discretion to waive 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.</p>
3.12	<p>In these circumstances, decisions to waive recharges that have been applied or paid (in part or in full) will need to be supported by evidence (letter or email) supplied by an external advocacy agency. Examples include but are not exhaustive of:</p> <ul style="list-style-type: none"> <li>• Crime Reference Number supplied by the Police</li> <li>• Independent Domestic Violence Advocate</li> <li>• Social Services</li> <li>• Hospital or General Practitioner</li> <li>• Multi-agency meeting</li> </ul>
3.13	<p>The above conditions in 3.11 and 3.12 will also apply where tenants are the victim of break-ins, and they can provide a Crime Reference Number (after a crime has been investigated and not a Police log number).</p>
3.14	<p>Where appropriate, OVH will look to bring criminal charges against the perpetrators and pursue reimbursement through the courts.</p>
3.15	<p>Applicants for housing with OVH via the sub-regional Choice Based Lettings scheme (Property Pool Plus or similar) may have their applications suspended if they owe housing related debt to OVH or other scheme landlords (including outstanding recharges). Applicants are advised to consult the Property Pool Plus Policy available at <a href="https://www.propertypoolplus.org.uk/">https://www.propertypoolplus.org.uk/</a> for details.</p>
3.16	<p>OVH will actively pursue all rechargeable works debts which may include conducting further checks with a credit checking agency when the tenant or leaseholder has left the property. Where necessary, OVH will request an 'Autotrace' in accordance with the OVH Recharge Procedure.</p>
3.17	<p>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.</p>
<b>4</b>	<b>Implementation</b>
4.1	<p>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.</p>

4.2	All relevant front-line staff that attend properties 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 an OVH Neighbourhood Service Team Leaders, Independent Living Team Leaders or Leasehold and Commercial Property Manager.	
4.5	Where possible, OVH will pursue monies owed for rechargeable works in the Small Claims Court, if it is financially viable to do so and may consider the use of debt collection agencies where monies are owed by former tenants or leaseholders, on a case-by-case basis.	
<b>5</b>	<b>Performance</b>	
5.1	OVH provides internal performance information on the numbers of recharges issued and collection rates for Internal Audit purposes.	
<b>6</b>	<b>Consultation</b>	
6.1	All OVH staff were consulted in the development of this Policy. The Tenant Policy Review Group were also consulted on the development of this Policy.	
<b>7</b>	<b>Review</b>	
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.	
<b>8</b>	<b>Equality Impact Assessment</b>	
8.1	<b>Was a full Equality Impact Assessment (EIA) required?</b>	Yes
8.2	<b>When was EIA conducted and by who?</b>	An Equality Impact Assessment Relevance Test was conducted by the Policy and Strategy Manager and the Quality and Inclusion Officer in March 2024
8.3	<b>Results of EIA</b>	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

		<p>classed as vulnerable for any reason. Risks are also mitigated through the application of the Vulnerable Persons and Reasonable Adjustments Policy which seeks to identify, record and act upon any differential to service provision that is required as a result of customers potential vulnerability for enduring and short term conditions, circumstances or characteristics.</p>	
<b>9</b>	<b>Scheme of Delegation</b>		
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	Director of Housing and Customer Services	
9.3	Responsible officer for formulating, reviewing and monitoring implementation of procedures	Director of Housing and Customer Services	
<b>10</b>	<b>Amendment Log</b>		
Date of revision:	Reason for revision:	Consultation record:	Record of amendments:
12/09/2017	Not applicable	See Section 6	<ul style="list-style-type: none"> <li>• OVH Corporate objectives have been updated as per the OVH Strategic Plans</li> <li>• An inclusion that OVH may recharge tenants where false information has been provided to obtain an emergency call-out</li> <li>• The title has been changed from the 'Rechargeable Works' Policy to the 'Recharge Policy'</li> </ul>
4 <sup>th</sup> February 2020	In line review Schedule	See Section 6	<ul style="list-style-type: none"> <li>• Inclusion that OVH will exercise discretion to waive recharges against vulnerable tenants</li> </ul>
20 <sup>th</sup> June 2024	In line review Schedule	See Section 6	<ul style="list-style-type: none"> <li>• Inclusion of revised Consumer Standards at 1.4</li> <li>• Reference to Awaabs law included at 2.1</li> <li>• The EIA Relevance Test has been updated</li> </ul>