



Recharge Policy

Approved by the Exec Team: March 2021
Approved by the Board: April 2021
Implemented on: June 2021
Review Date: March 2024
Service Area: Property Services
Policy owner: Assistant Director - Property Services

Section 1.0 – Introduction

- 1.1 Purpose
Mount Green Housing Association (MGHA) will apply charges, to be known as recharges, to recover the cost of repairing fixtures or fittings to a property that is in our ownership or is managed by MGHA; Costs associated with end of tenancy; Costs associated with Anti-Social (ASB) & Unreasonable Behaviour.
- 1.2 Scope
This policy applies to all MGHA's residents. The intention of this policy is to ensure that residents are held responsible for their actions.
- 1.3 Statement
MGHA is committed to providing excellent homes and services to residents and helping to build sustainable communities where people want to live and work. Residents are encouraged to take responsibility for the maintenance and cleanliness of their homes in accordance with their responsibilities under their Tenancy Agreement or Lease.

Section 2.0 – Definitions

- 2.1 Recharge – where we charge the resident for work which is their responsibility eg. damage, neglect or non-compliance, but which has been carried out by us or resulted in additional costs for us.
- 2.2 Schedule of Rates – the agreed cost of specific work carried out by a contractor.
- 2.3 Resident – tenants, leaseholders, former tenants and any visitors to our communities.

Section 3.0 – Legal and Regulatory Framework

- 3.1 The rights and obligations of our residents are set out in the following:
 - Housing Act 1985
 - Housing Act 1988
 - Equalities Act 2010
 - Anti-social Behaviour, Crime and Policing Act 2014
 - Tenancy Agreement
 - Lease Agreement
 - Garage Agreement

Section 4.0 – Policy Principles

- 4.1 MGHA will recover costs which have been caused through wilful damage or carelessness/negligence by a resident or his/her family or visitors to their home.
- 4.2 MGHA will recover costs for damage or neglect to a property when a tenancy ends.
- 4.3 MGHA will recover costs for the clearance of rubbish and debris left at the property, including untidy gardens, when a tenancy ends.
- 4.4 MGHA will recover costs for reinstatement work where residents have undertaken unauthorised or poor standard works within the dwelling.
- 4.5 MGHA will recover costs associated with resolving Anti-Social Behaviour (ASB).
- 4.6 This policy applies to all current MGHA residents, their pets and any previous residents.
- 4.7 Residents will, in all cases, be given full information relating to situations in which they are being recharged.
- 4.8 Residents shall be given the opportunity to rectify any works themselves to MGHA approved standards.
- 4.9 MGHA will seek to recover all appropriate costs that are deemed to be chargeable.
- 4.10 Where damage has been caused as the result of a deliberate act, proceedings for Criminal Damage and/or action may be taken against a resident or a third party.
- 4.11 If a resident or a member of their household, or a visitor causes damage, this may be a breach of tenancy and MGHA may take legal action such as seeking an injunction, possession proceedings and/or recovery action.

Examples of this may be:

- Where actions by a resident pose a risk to people or property – for example unauthorised alterations to the gas or mains electrical supply.
 - Where damage is wilful and extensive.
 - Where there has been a history of neglect over a period of time.
- 4.12 Where damage has been caused by a third party outside of a resident's household, family or visitors the Police should be informed, and a crime number requested. In such cases a resident may not be recharged. However, MGHA reserve the right to investigate such circumstances and may impose a recharge if it considers it reasonable to do so.

- 4.13 MGHA may exercise some discretion in the application of this Policy, dependent upon the circumstances of individual residents.
- 4.14 In implementing this Policy, MGHA staff will have due regard to the MGHA Equality, Diversity and Inclusion Policy.
- 4.15 All residents will have the right to appeal if they disagree with a decision to apply a recharge(s).
- 4.16 Appeals must be made in writing within 10 working days from the decision and will be reviewed by a relevant Manager or member of the Executive Team.
- 4.17 All invoices and payment requests should be sent to a resident within 1 week of the rechargeable repair request, and the payment will be required within 14 days of the receipt of the invoice. MGHA officers have the discretion to negotiate payment terms in cases of severe hardship, where a resident cannot pay the full amount at one time.
- 4.18 If there are multiple debts owed by a resident, then payment of rent or lease arrears will remain the priority debt.
- 4.19 Residents are advised to take out their own Contents Insurance Policy.

Section 5.0 - Rechargeable Repairs

- 5.1 Examples of rechargeable repairs works are (this list is not exhaustive):
- Repairs that are the responsibility of a resident.
 - Any works that are required due to unauthorised alterations to bring a property back up to an acceptable standard.
 - Works and clearance of debris required on termination of the tenancy.
 - Vandalism to properties.
 - Replacement of lost or broken door entry keys.
 - Replacement or additional communal door entry fobs or keys.
 - Replacement of doors due to suspected criminal activity.
 - Clearance of large items or removal of other waste which has been dumped or fly tipped on MGHA land or property.
 - Removal of abandoned vehicles on land that MGHA owns.
 - Removal of vehicles that are not insured or taxed.
 - Any costs associated with Anti-Social Behaviour (ASB).
 - Court and legal costs incurred with applying any recharge.
- 5.2 A resident Repairs Responsibilities Document sets out all repairs that are resident's responsibility and residents are guided to review this. This document is available at tenancy sign up and on the MGHA website.

- 5.3 MGHA staff will ensure that residents are made aware of their responsibilities in relation to the maintenance of their home when signing their tenancy agreement or lease.
- 5.4 If a resident wants MGHA to carry out any rechargeable works they will agree to pay full costs up to £200, prior to the repair be undertaken.
- 5.5 If the repair cost is over £200 a resident will be required to pay a part payment of £200 prior to the repair and be invoiced for the outstanding amount when the works are complete.
- 5.6 Cases that may result in recharges being applied are, but not limited to:
- costs arising due to reinstating any unauthorised or unsatisfactory alterations or improvements,
 - costs arising from work undertaken by MGHA to make tidy neglected and overgrown gardens,
 - costs arising from fires or floods that are due to electrical alterations or other faults caused by a resident or their family or visitors,
 - costs arising due to damage caused to the property as a result of the lawful execution of a warrant by the Police and/or other authorised body,
 - costs incurred by unnecessary callouts by a resident to the Out of Hours Repairs Service,
 - costs resulting in gaining access to the property on a resident's behalf as a result of lost or forgotten keys,
 - any other costs arising from negligence or malicious action by a resident or their family or visitor to their home,
 - any costs when applying to the court or undertaking court proceedings. We will recharge a resident for these costs. Where costs are included in a court order or money judgement, we will not arrange a separate recharge,
 - an administrative charge of £50 will be applied to any single recharge invoice.
- 5.7 A resident will be required to sign a declaration accepting liability for the recharge and agreement to pay.
- 5.8 No repair, except for emergency repairs as set out in a resident Repairs Responsibilities Document, will be carried out until the cost of the repair up to £200 is paid in advance. Any further costs will be invoiced once the repair works are complete.
- 5.9 Emergency or urgent repairs will not be delayed whilst liability is being established and will be made safe within appropriate timescales.
- 5.10 Where it is established that a resident is liable, then these costs will be invoiced to the resident up to a value of £200. Any further repairs will only be carried out once full payment is received from a resident. Any further costs over the £200 part-payment will be invoiced following the completed repair.
- 5.11 When a repair is identified as being rechargeable, a resident will be given a written explanation of the reason and costs, prior to work commencing.

- 5.12 Where a resident seeks consent to carry out the works themselves, this should be completed within 25 working days of the repair being reported or any shorter period which MGHA may specify. A quality check may be carried out of these repairs by MGHA.
- 5.13 If the repair is deemed to be an emergency or urgent and is a threat to the health and safety of a resident or others or is likely to cause further damage to the property or adjoining properties, then a resident may not be given an opportunity to carry out the works themselves.
- 5.14 On occasions where a resident will be permitted to carry out the works, they should immediately make safe and undertake repair/replacement works within MGHA repair timescales or any shorter period which MGHA may specify. Failure to do so may result in MGHA undertaking the repair and recharging a resident accordingly or taking appropriate action for breach of tenancy or lease.

Section 6.0 – Tenancy Terminations

- 6.1 A property should be left clean, tidy, empty and in a condition that an outgoing resident would expect to find the property at commencement of their tenancy.
- 6.2 Where residents are vacating the property, MGHA will identify any rechargeable repairs at the pre-void inspection and arrangements will be made for any repairs to be carried out by a resident prior to termination.
- 6.3 Any rechargeable repairs that are outstanding once the property is vacated will be repaired by MGHA and charged to the outgoing resident. This will also include costs of clearing out and cleaning properties and gardens on termination of tenancy.
- 6.4 MGHA will:
- Write to a resident to explain the potential recharges, estimated costs and the options available to them.
 - Give the resident an opportunity to carry out the works required within a specified timescale. Where a resident advises MGHA they wish to arrange the works themselves, MGHA will inspect this work to make sure it meets required standards.
 - Where the completed works are not to Mount Green's standards or where a resident has already left the property, MGHA will identify rechargeable repairs and invoice the outgoing resident.
 - Where a resident advises MGHA they wish MGHA to carry out the works, MGHA will arrange for the works to be undertaken, advise the resident of the approximate costs and ask the resident to sign an agreement to pay for the rechargeable repairs.

- 6.5 MGHA is legally obliged to store removed items for a reasonable period, usually 7 days, for which we will recharge the storage costs to the outgoing resident.
- 6.6 If a resident is carrying out a mutual exchange, MGHA will identify any rechargeable repairs in their property prior to the exchange. An outgoing resident will be required to carry out those identified repairs or ask MGHA to carry out any repairs and accept the recharge costs.
- 6.7 All invoices will be sent to a residents' new address within 1 week of the rechargeable repair being completed and the payment will be required within 14 days of receipt of the invoice.
- 6.8 MGHA will raise an invoice on completion of any works, even when they have no forwarding address. Court action will be undertaken when the outstanding value is economical to pursue.
- 6.9 Any costs incurred by MGHA in taking court action will be recharged to the resident.

Section 7.0 – Anti-Social (ASB) & Unreasonable Behaviour

- 7.1 If an ASB incident is investigated by MGHA and it is found that a resident, or member of their household or their visitors, are or are likely to be the perpetrator of the ASB, then any costs that are associated with the incident will be recharged. This might include, but is not limited to, MGHA staff and management costs, legal costs, repairs, removal of graffiti, removal of abandoned cars or increased security measures.
- 7.2 Residents who may have been a victim of crime must always report the crime to the police and get a crime reference number to avoid any recharge.
- 7.3 Where costs are incurred as a result of unreasonable behaviour by residents, or in the case of vexatious complainants/litigants, MGHA may apply charges for staff time.