

## RECHARGES POLICY

<b>Lead Manager:</b>	Strategic Repairs Manager
<b>Responsible Senior Manager:</b>	Asset Manager
<b>Approved By:</b>	Senior Management Team
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## **1. Introduction**

- 1.1 Shropshire Towns and Rural Housing (STAR Housing) aim to encourage tenants, leaseholders and shared owners to take responsibility for keeping their home in a good state of repair.
- 1.2 Additionally, the policy applies to the recovery of the cost of clearing tenants/shared owners' redundant possessions when a property is vacated, and any work carried out, by STAR Housing, to repair or maintain the property that would normally be the responsibility of the tenant.
- 1.3 STAR Housing strives to recover costs of missed appointments due to tenants not being at home at agreed appointment times.

## **2. Definitions**

- 2.1 Rechargeable repair; means any repair caused by tenant, shared owner or leaseholder or a member of the tenant's / shared owner's/ leaseholder's household or an invited visitor to the property or communal areas, damage, neglect or carelessness including deliberate or accidental damage to the property and /or its fixtures and fittings internally or externally, missed appointments and lost keys/ fobs.
- 2.2 Fair wear and tear; means damage /decline caused by everyday use. It can be measured by looking at the rate of decline in similar neighbouring properties. It is accepted that this rate may be higher in properties occupied by tenants with certain physical disabilities
- 2.3 No access; STAR Housing reserves the right to impose a charge where we have arranged an appointment and have not been able to gain access to the property.

## **3. Purpose of the Policy**

- 3.1 By identifying and recovering these costs, it enables STAR Housing to recover the money to help improve our services and properties that will ultimately benefit our tenants.
- 3.2 This policy relates to the recovery of costs for carrying out necessary repair work that may be required due to tenant damage, non-standard alterations, including missed appointments or indeed for the cost of clearing redundant possessions that are left by tenants when they vacate the property.
- 3.3 No category of tenant is exempt from this policy. Although some discretion in this policy may be exercised, dependent upon the circumstances of individual tenants. If a recharge is appealed, it is the responsibility of the Strategic Repairs Manager and Senior Neighbourhoods Officer to resolve whether a repair is rechargeable or not.

## **4. Role of Managers**

4.1 STAR Housing is determined to provide a service that exceeds customers' expectations. We are constantly working to improving our performance and will not avoid difficult decisions.

4.2 It is the responsibility of Managers to ensure that:

- All relevant staff are aware of the Recharge Policy.
- Ensure integrated working across housing management, housing support services and asset management.
- Intervene and support staff with training, supervision and motivation to reach such standards.
- Ensure at sign-up, new tenancy visits and tenancy audits that repairs are identified and recorded.
- Pursue high standards of customer care and consistency.
- Ensure this policy and relevant Service Standards are rigorously applied.
- Communicate effectively so that staff are aware of improvement plans and aspirations, how their role contributes to this and where their performance needs to improve.
- Use new technology to advance accurate record keeping and efficient working.
- Customers are aware of the Recharge Policy.

## **5. Identifying Rechargeable Items**

5.1 Rechargeable items to which this policy shall apply can be identified by a number of means as follows:

- When a customer reports a repair directly to the local offices or via the Contact Centre.
- When a contractor goes to a property to complete a repair.
- When a STAR representative visits a property to undertake an inspection/repair or to meet with a tenant.
- When a STAR representative undertakes a void (empty home) or mutual exchange inspection.
- Where STAR representatives have arranged several appointments which the tenants/leaseholders/shared owners have failed to keep or allow access.

5.2 The following items will be recharged;

- Repairs needed because of damage or loss caused by the tenants/leaseholders (accidental or intentional) to any part of the structure or fabric of the building that extends beyond normal wear and

tear. This means any internal or external component part that forms the constitution or framework of the building.

- Repairs that need to be carried out by STAR which are the responsibility of the tenant are shown in Appendix 1.
- If alterations are made to the property without permission or are not carried out to a reasonable standard, and STAR be required to reverse the alteration and make good the condition of the property to its previous state.
- If the home has become empty due to bereavement and we are required to empty it of possessions this would be charged to the deceased estate. Some discretion in this may be exercised, dependent upon the circumstances of individual tenants.
- The cost to clear out homes (occupied or empty) and include the cost of skip hire if required for the removal of rubbish: this includes any waste or redundant tenant possessions that may be left in the home, roof space or any outbuildings. See appendix 2 for associated costs.
- Any costs incurred from carrying out work associated with fumigation / disinfestations of a property. See appendix 2 for associated costs.
- The cost to restore gardens to an acceptable and manageable condition. See appendix 2 for associated costs.
- The cost of replacing tenant's fixtures and fittings such as laminate floor coverings, shelving etc. following a repair carried out by STAR.
- The cost of servicing tenants own appliances such as cookers, solid fuel appliances and associated flues.
- The cost of carry out electrical / gas/ chimney flues safety checks for mutual exchanges.
- In certain cases, we will carry out the work, especially in an emergency or other exceptional situation, but the tenant will be charged for it.
- Where STAR have arranged an appointment to carry out safety checks e.g. for heating servicing, asbestos inspections, electrical inspections and have not been able to gain access to the property.

5.3 Where an emergency call is made to report a repair out of hours, STAR will inform the resident that they may be recharged the cost of the call out if, on inspection, the call out is inappropriate, or there is no access when the OOH operative/Contractor attends. This will cover the additional payments to staff for out of hours working. Examples of an inappropriate call out include:

- No emergency work needed;
- The emergency was reported during the day but the resident failed to provide access and has reported the emergency again out of hours; and the repair has already been reported and logged and the resident has been informed that it is not an emergency.
- Cost 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.

## **6. Exemptions from Recharges**

6.1 The following items will not be a recharge:

- Where the tenant leaves carpets or laminate flooring providing written approval has been given beforehand by a STAR representative.
- Where damage has been caused by a third party who is not a member of the household, or visitor, for example, a break in or vandalism, the resident will not be recharged the cost of the repair as long as the resident has reported the crime to the Police and obtained a crime reference number.

## **7. Collection of recharges**

- 7.1 When a rechargeable repair is identified, the tenant/leaseholder will always be advised of the approximate cost of that repair by the STAR representative dealing with the repair, or the officer who attends the property. It should be clarified with the customer that this is only an estimate and that the cost could vary as it may be subject to work variations to complete the work correctly.
- 7.2 If the tenant refuses to accept responsibility or to pay, then the work will not be issued unless further damage will result if left in its present state, or if there are security or health and safety implications. Any work issued in these circumstances will still be raised as a recharge and normal recovery procedures will be followed.
- 7.3 If rechargeable works are carried out to empty homes where the tenant has absconded or moved away, then these debts shall be pursued using our debt recovery procedures. A record of the former tenant and the outstanding debt will be held against that individual for future reference.
- 7.4 Where a rechargeable repair is being raised, STAR will inform the tenant that the work is their responsibility and therefore they will be recharged before the repair order is raised. This gives the tenant the opportunity to arrange for the work to be carried out themselves.
- 7.5 Where possible, the tenant should sign a declaration accepting liability for the work and agreeing to pay. Tenants will not be recharged where it is established they are not liable.
- 7.6 Emergency and urgent repairs will not be delayed while liability is being established and will be completed within appropriate timescales

## **8. Implementation, Monitoring and Policy Review**

- 8.1 The policy will be reviewed every three years unless there are any reasons, such as legislative changes, requiring that it be reviewed earlier. Estimated costs will be

considered annually in line with changes to the National Federation Schedule of Rates used to calculate charges and are subject to approval as part of Annual Board Budget report.

- 8.2 The policy will have a positive impact on tenants who take care of their homes provided by STAR. Application of the policy will send a clear message to all tenants that wilful damage or neglect is unacceptable. STAR will monitor the effectiveness and implications of this policy to ensure that everyone is treated equitably and fairly.

## Appendix 1

### Tenants' Repairs Responsibilities

Some repairs are the tenants' responsibility. Tenants must keep the inside and outside of their home including internal decoration, gardens, trees, hedges, garage, sheds and any outbuildings in reasonable condition.

STAR may require tenants to carry out certain repairs, or the work required will be completed by STAR and recharged for the costs of the work. This includes any work needed to put right an alteration or improvement that may have been done by the tenant, or by someone on the tenants' behalf.

This is in accordance with the responsibilities set out in the following sections Shropshire Council's tenancy agreement.

*55. You are responsible for the cost of repairs that are the result of neglect or misuse, or deliberate, malicious, criminal or accidental damage by you, people living in the property or people visiting the property.*

*59. If you do not maintain the inside and outside of the property, including gardens, hedges, trees and boundaries, to a reasonable condition, we may require you to make good the condition of the property or we or our Managing Agents may carry out the work required and charge you the costs of the work.*

*62. If alterations are made to the property without permission or are not carried out to a reasonable standard, we may require you to make good the condition of the property or we, or our Managing Agents will carry out the work required and charge you for the costs of the work.*

Mutual exchanges – if a tenant agrees a mutual exchange the costs of any safety checks such as electrical, gas and checks to chimney flues should be met by the tenant  
When a mutual exchange is agreed the tenants need to be aware that any non-standard repairs and alterations in their new home will become their responsibility to maintain. – Any repairs carried by STAR will be recharged  
STAR recognises that some of our tenants are more vulnerable and may not be able to carry out repairs for a variety of reasons including age, disability and serious medical conditions. Where these or other causes of vulnerability are apparent STAR, with agreement with the tenant could do these repairs at a charge to the tenants.

### Examples of repair work we would expect tenants to carry out:

There are certain repairs that are a Tenants responsibility and are necessary to keep the property in a reasonable condition due to wear and tear and repairs that are the result of neglect or misuse, or deliberate, malicious, criminal or accidental damage by tenants,

people living in a tenant's homes or people visiting a tenants' home. Tenants are responsible for the cost of these repairs:

Illustrations of the repairs are as follows:

- Minor plasters cracks and plaster chips. As a rule, any small cracks requiring preparation before decorating (less than 2mm wide) would be categorised as minor and would not be carried out by STAR Housing.
- Decorating is also the tenant's responsibility and is not part of the repairs process. The exception to this is where the decoration is an essential element of the repair.
- Replacing external door locks (when keys are lost or misplaced for example).
- Replacing keys or key fobs (when keys/fobs are damaged lost or misplaced for example).
- Fitting draught excluders.
- Fitting doorbells.
- Renewal or repair of door handles, cupboard catches and hinges.
- Replacing drawer handles.
- Laminate floor repairs to include reinstatement after essential repairs have been carried out.
- Putting up curtain rails (but not battens).
- Replacement of hat and coat hooks.
- Loose screws on door, gate or window furniture.
- Easing and refitting doors after carpets have been laid.
- Easing windows that have been stuck after internal painting (unless STAR Housing carried out the painting).
- Replacing or repairing damaged internal doors.
- Replacement of toilet seats.
- Clearing minor blockages to sinks, baths and wash-hand basins caused by you, your family or visitors, even if it is accidental.
- Repairs to domestic appliances such as dishwashers and washing machines (unless a communal area in a sheltered scheme).
- Servicing of tenants own appliances and any associated flues, pipework etc. relating to the appliance.
- Installing vents for tumble dryers.
- Re-setting at fuse board the circuit protection switches (MCB or RCD).
- Providing electrical plugs for appliances.
- Checking and changing the batteries in smoke alarms we have provided.
- Replacement of light bulbs, fluorescent strips and starters (unless in a communal area such as a stairwell or community room).
- The replacement of LED and fluorescent lamps is the responsibility of the tenants. If a tenant is unable to replace these for whatever reason STAR Housing have the discretion to replace free of charge.
- Telephone points and sockets.
- TV aerials (unless provided by STAR Housing).
- Cracked or broken glazing.

- Repairs to gates.
- Sheds (not outbuildings).
- Washing lines – except for communal areas and sheltered schemes.
- Any paving other than the main path and the path immediately adjacent to the property.
- Filling in old fish ponds.
- Garden landscaping works.
- Clearing leaves from external gullies or grids.
- Maintenance of trees and hedges (assistance may be available through STAR Gardening Scheme).

## Appendix 2

### Costs

The following are indications of the costs that may be incurred. (This may change subject to approval of fees and charges in the budget report to Board each February).

	Notes	
STAR HOUSING LTD		Fee for 2020/21 £
<b><u>REPAIRS CHARGES TO TENANTS (PLUS VAT WHERE APPLICABLE)</u></b>		
Full house clearance		Cost plus 15% admin fee
Bulky item	Per item	50.00
Removal & disposal of carpet	Per item	200.00
Shed or green house removal	Per item	300.00
Loft clearance		500.00
Removal of fixtures & fittings (e.g. shelves etc.)		£30 to £200
Garden clearance (per hour plus associated disposal costs as per the SOR)	Per hour	30.00

Servicing of tenants own heating & cooking appliances		150.00
Cleaning of flues serving tenants appliances		75.00
Remote control for electric fires		45.00
Environmental clean		Cost plus 15% admin fee
Exceptionally dirty properties (or at cost if higher)		200.00
Clearing of Communal areas	Per item	50.00
Clearing of discarded drug paraphernalia		Cost plus 15% admin fee
STAR Housing reserves the right to impose a charge where we have arranged an appointment and have not been able to gain access to the property	Per visit	Recovery of cost incurred to STaR plus 15% admin fee (plus VAT)
Individual repair costs (not itemised above) will be based on the National Federation of Builders Schedule of Rates item in CMC 210 Overflow Contract Administration charge of 15% of total cost of work (maximum of £75.00)	Where no S.O.R. exists costs will be at day work rate of £20 per hour plus plant & materials, disposal charges & 15% management/admin charge	as per S.O.R.
Electrical inspection (mutual exchange)	Per inspection	73.50
Gas safety check (mutual exchange)	Per check	46.50
Asbestos Inspection (as part of programmed works where pre-arranged appointment not met by tenant) *NEW*	Per missed pre-arranged appointment not met by tenant without notification to STAR	94.50