

Recharge Policy

RECHARGE POLICY

1. MANAGEMENT INFORMATION

Policy Details

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3. INTRODUCTION

- 3.1 The introduction of a recharge policy is to try to ensure that those tenants who conduct their tenancies in an appropriate way do not pay for the damage and neglect done by others.
- 3.2 The policy will define the most common rechargeable items; however the list is indicative and not exhaustive. Where possible tenants should be given an indication of the cost of the recharge at the time of reporting the repair unless it is of a complex nature which would require a visit. As soon as practicable customers should be informed of the cost of other rechargeable items following their identification.

4. POLICY STATEMENT

- 4.1 SLH is committed to and will recharge tenants and former tenants for all damage requiring repairs caused by tenants or by third parties (Visitors) and damage and/or neglect which that can not be attributed to fair wear and tear.
- 4.2 This will be done when the tenant or ex-tenant, whether they can be traced or not, is known to be responsible.
- 4.3 Where a repair is believed to be the result of neglect or damage, the decision on whether or not to charge the tenant will be made jointly by the Surveyor and the Neighbourhood Services Officer before the work is carried out.
- 4.4 If it is decided that a repair is rechargeable and then the full cost of the repair must be paid before the work is carried out, except in certain circumstances, unless it is of an emergency nature.
- 4.5 Failure to pay the recharge invoice may result in SLH transferring the debt to a debt-collecting agency to pursue on our behalf and suspending any improvement works.
- 4.6 Tenants who have outstanding recharge payments will be prevented from transferring to another SLH property, in accordance with SLH's Transfer Policy.
- 4.7 This policy will apply to all social housing properties and premises owned or managed by the Group.
- 4.8 Neighbourhood Services Officers, Customer Services Executives, Surveyors and any other member of staff shall be responsible for ensuring recharges are issued and monies are collected in accordance with the policy.

5. AIMS OF THE POLICY

- 5.1 SLH's key objectives, in respect of this policy and associated procedures, are to:
 - To recover the cost of all rechargeable items from tenants, ex-tenants,

insurers, contractors or others where appropriate;

- To maximise income by pursuing debts owed;
- To set clear levels of delegated authority and responsibility at all stages of recovery;
- To ensure that a structured and uniform approach to recharging is used to ensure consistent and fair treatment of all tenants;
- To ensure that tenants are advised of the intention to recharge once responsibility has been established. The “Tenancy Agreement” and “Repair Guide” produced by SLH clearly specifies the items that the tenant is responsible for;
- To ensure responsible tenants are not disadvantaged and that available finance can be targeted at legitimate repairs;
- To minimise any abuse of the out of hours service and repairs by appointment system;
- To enable staff to implement this policy, this will be reviewed and updated on a biannual basis; and
- To ensure that tenants who look after their home are rewarded and those who do not are excluded from any improvement programmes, unless it is to the advantage of the SLH group.

6. LINKS TO SLH GROUP VALUES AND BUSINESS PLAN OBJECTIVES

6.1 This Rechargeable Policy is based on and supports South Liverpool Housing’s corporate values that are designed to provide an equitable, good quality service for its customers, meet their needs and create sustainable communities.

6.2 SLH’s group values are:

- To be responsive to customers’ needs and aspirations
- To engage with the local community in an open and honest way and to be accountable for actions
- To respond to change by continuously improving the service offered
- To be innovative and develop new solutions to resolve problems
- To work in partnership with others to achieve common goals
- To use resources efficiently and effectively, prioritising projects so that promises are delivered

6.3 SLH’s business plan 2005/2008 seeks to improve the performance of the

organisation to ensure the provision of a high quality, efficient and value for money service for all customers. The implementation of the Recharge Policy and other associated policies will help SLH to achieve this objective.

- 6.4 SLH's Recharge Policy links to its group values and business plan objectives by aiming to:
- Provide an equitable, good quality service to all customers
 - Respond to what our customers want and need
 - Actively engage with our customers about what we are doing and what we intend to do
 - Continuously improve and respond to change
 - Provide a framework for continuous improvement
 - Use benchmarking to ensure objectives are being met
 - Undertake regular performance monitoring and policy reviewing
 - Meet the needs of the community
 - Comply with legislation and Best Practice
 - Provide an efficient, effective and value for money service
 - Provide training for staff on all aspects of the Recharge Policy

7. POLICY AREAS

- 7.1 SLH is responsible for repairing and maintaining the structure and property and any fixtures and fittings originally provided. Tenants are informed of their responsibilities when they sign the tenancy agreement and these responsibilities are outlined in the SLH Tenants handbook.
- 7.2 All tenants will, except in certain circumstances, be recharged for all items that are their responsibility.
- 7.3 Tenants will be recharged for SLH repairing any damage caused wilfully, accidentally, or negligently by tenants, anyone living with a tenant or an invited visitor to the tenant's home.
- 7.4 Tenants will be responsible for work that may be required when moving out of their home in order to bring it up to an acceptable standard for a new tenant as defined by the SLH voids standards.
- 7.5 The minimum recharge level is set at £100.00 which will be reviewed annually with the exception of a missed appointment which would be charged at £15.00 per visit. Following three missed appointments – appointments would no

longer be offered and all works with exception of emergency works would be on a Priority 4 to be completed within 56 days.

Discretionary Circumstances

7.6 Each case must be assessed and discretion may be exercised, depending on the circumstances affecting the individual case. The reasons for exercising this discretion should be recorded and authorised at Manger level or if above £250.00 Head of Service and above. In considering when discretion should be exercised and a recharge waived in part / full or payments by instalments, the following should be taken into consideration:

- Age;
- Health;
- Disability;
- Evidence of previous recharged items;
- Use of the repairs service;
- Rent account;
- Vulnerability.

7.7 Where the damage is a result of vandalism or a violent incident, it must be reported to the police and a crime reference number obtained. Where a crime reference number is obtained and SLH are informed immediately (24 hours), no charge will be made to the tenant.

7.8 SLH will add to the costs of the recharge a sum of 10% to cover administration costs.

Responsive Repairs

7.9 Examples of potential rechargeable responsive repairs are as follows:

- Where a lock change is required to a property because the tenant has lost their keys;
- General repairs to locks;
- Re-glazing or vandalism where a Crime Reference Number has not been obtained;
- Damage to a property, including doors, windows, sanitary fittings etc. that are not due to fair wear and tear;
- Failing to keep a pre-arranged repairs appointment;
- The removal of fixture and fittings without written permission from SLH;
- Clearance of all waste traps;
- Blocked toilets and drains as a result of misuse;
- Clearance of rubbish and household effects : inside and out;
- Refuse removal from common areas;
- Redecoration to bring voids to a lettable standard;
- Cleaning of voids to bring to a lettable standard;

- Tidying of neglected gardens
- Failure to maintain those items required by the tenancy agreement;
- Misuse of the Associations emergency repairs service;

Tenant Alterations to a Property

- 7.10 If a tenant wishes to make alterations to their home, they must first obtain written permission from SLH in accordance with SLH's Right to Repairs and Right for Compensation for Improvements Policy.
- 7.11 If SLH deems that an alteration is unacceptable and written permission has not been granted, the tenant will be requested to reinstate the works. Failure to reinstate the works will be regarded as a breach of tenancy and action will be undertaken under the Tenancy Agreement.
- 7.12 In situations where an alteration is identified as dangerous or in need of urgent repair, a surveyor should issue the appropriate order(s) immediately. The tenant should be advised that the repair is rechargeable and that recovery of the costs owing to SLH will be sought.

Void Properties

- 7.13 When SLH identifies that a tenant is about to leave a property and relinquish their tenancy a Neighbourhood Services Officer should carry out a Pre-Termination Inspection with the Void Surveyor before the tenant vacates the property. All vacating tenants should be advised that all rubbish, furniture and effects must be removed before relinquishment and the property cleaned to a lettable standard..
- 7.14 Should the Pre-Termination Inspection reveal unacceptable unauthorised alterations the tenant will be advised to reinstate the works. If the tenant fails to undertake the necessary works the recharge procedure will be implemented. The tenant will also be prevented from transferring (if applicable) until either the work has been undertaken to a standard deemed acceptable by SLH or payment for remedial works has been received.
- 7.15 In situations where a tenant has vacated a property with out notice, the Void Surveyor will identify any rechargeable item during the void inspection.

Police Force Entries

- 7.16 There may be situations where the Police undertake a force entry to a property. In instances of this nature a decision will be required by the Property Services Manager regarding the potential for recharging the Police. This will depend if the force entry has resulted in charges being brought against the tenant etc. Should a recharge to the Police be sought, the Property Services Manager will liaise with the Police regarding the recovery of the costs. If the forced entry is justified and a conviction is obtained the tenant will be recharged or where there were reasonable grounds for the forced entry.

8. STATUTORY AND LEGISLATIVE FRAMEWORK SURROUNDING

THE POLICY

- 8.1 SLH recognises its duty to comply with current legislation and will operate this policy within the current statutory framework.
- 8.2 SLH also recognises its obligations to comply with current good practice guidelines and codes of conduct.
- 8.3 Set out below is the current statutory framework within which SLH will apply this policy:
- Housing Acts 1985,1988,1996
 - Landlord and Tenant Act 1985
 - Defective Premises Act 1972
 - The Environmental Protection Act 1990
 - Occupiers liability Act 1957 & 1984
 - Health and Safety at Work Act 1974
 - Supply of Goods and Services Act 1982
 - Decent Homes Standard
 - Data Protection Act
 - Human Rights Act
 - Control of Asbestos at Work Act 2002
 - Commonhold and Leasehold Reform Act 2002
 - Party Wall Etc. Act 1996
 - Home Energy Conservation Act 1995
- 8.4 In addition SLH will comply with its obligations and requirements under the following:
- Building Regulations
 - Construction Design and Management Regulations
 - Gas Safety (Installation and Use) Regulations 1998
 - IEE Regulations (16th Edition) – BS7671:1992
 - Fire Regulations
 - Tenancy Agreements/Leases

9. POLICY IMPLEMENTATION PLAN

- 9.1 The Board has corporate responsibility for ensuring that this policy reflects the group values of the SLH Group and that it contributes to the objectives of the Business Plan.
- 9.2 The Operations Director will report annually to the Board on the effectiveness of this policy and recommending changes where necessary.
- 9.3 Senior Managers are responsible for ensuring that the staff in their teams receive adequate and continuous training to ensure that they understand the

policy and procedures and that they are up to date on any changes in legislation. Any areas where specific training is required will be identified and Senior Managers will ensure that this training is delivered to staff.

- 9.4 All staff have a responsibility to make sure that they familiarise themselves with this policy. They should be able to raise any queries with their line managers over any unclear aspects.
- 9.5 This policy will be monitored for clarity and plain English and will be made available on the Intranet and on our website (www.slhgroup.co.uk). SLH ensures that copies of its policies and procedures are made available, upon request, in large print, Braille, audio tape and translates into the core community languages.

10. PERFORMANCE INDICATORS AND PERFORMANCE MONITORING

- 10.1 Performance regarding all aspects of the repair and maintenance service is reported monthly to the SLH Senior Management Team, across the Performance Indicator Group meetings. Headline key performance indicators are reported to the SLH Board at each quarter end.
- 10.2 The following indicators will be used to measure performance in Rechargeable Repairs:
- The total number of rechargeable items issued and costs, by neighbourhood and by type i.e. voids
 - Expenditure over the period due to rechargeable items;
 - Rechargeable items income/recovery rate over the period;
 - The monetary balance outstanding;
 - No of occasions and value of the use of discretionary powers.

11. EQUALITY AND DIVERSITY IMPLICATIONS

- 11.1 This policy underpins the commitment of the SLH Group to provide equality in access and provision of, services offered to all residents regardless of race, religion, gender, sexual orientation, disability or age.
- 11.2 SLH will ensure that all contractors employed by the organisation are aware of its Equality and Diversity Policy, operate a similar code of conduct and comply with current legislation surrounding equality issues.

12. RISK ASSESSMENT

- 12.1 In order to achieve its corporate objectives, SLH places a high importance on the effective management of risks. A risk management system has been adopted by the Group which looks at all risks facing the business including strategic and operational risks and those involving resources, project

management and legal and financial risks.

- 12.2 All risks associated with Maintenance activities at both strategic and operational level will be assessed, quantified and minimised. SLH is committed to being proactive to prevent risk rather than reactive to remedy it.

13. EFFICIENCY / VALUE FOR MONEY ASSESSMENT

- 13.1 The SLH Group aims to deliver high quality, cost effective housing services and had made a commitment to focus on its core services to address the recommendations made by the Audit Commission in 2006 and improve standards.
- 13.2 SLH's Corporate Plan (2006) seeks to outperform against its budgets to bring about efficiency savings.

14. CONTINUOUS IMPROVEMENT ASSESSMENT

- 14.1 The SLH Group has a corporate commitment to continuous improvement and the Board has agreed a continuous improvement methodology which looks at keys areas and identifies both long and short objectives.
- 14.2 Following the Audit Commission's Report, an action plan has been drawn up for all service areas. Targets have been set for all aspects of the Repairs Service, including Gas Servicing and Maintenance, and progress on these targets will be monitored and reported to the Board on a regular basis.
- 14.3 SLH will develop its approach to benchmarking and increase its focus on performance comparisons with successful organisations to create a framework for continuous improvement. Staff are encouraged to seek out examples of good practice in order to improve the services offered to the organisation's customers.

15. ASSOCIATED AND LINKED POLICIES

- Repairs and Maintenance Policy
- Equality and Diversity Policy
- Right to Repair and Right for Compensation for Improvements Policy
- Repair and Maintenance Strategy
- Asset Management Strategy
- Complaints Policy
- Financial Regulations
- Sustainability Policy
- Equality and Diversity Policy
- The Audit Commission
- ODPM-Decent Home Standard
- Decent Homes Strategy