



## CARE HOUSING ASSOCIATION RECHARGE POLICY

<b>Implementation Date</b>	<b>May 2019</b>
<b>Updated</b>	<b>Rachael Kaminski, April 2022</b>
<b>Last Review Date</b>	<b>May 2022</b>
<b>Next Review Date</b>	<b>May 2025</b>

### 1. Purpose

Care Housing Association (Care) is committed to offering the best value for money in the services offered to its tenants. One way in which we are able to ensure value for money is by recovering monies paid out on repairs that are a direct result of a tenant or support staff causing damage to properties, whether it is intentional or accidental damage. This includes repairs due to negligence and unnecessary call outs as well as damage by tenant visitors and pets.

### 2. Policy Statement

#### 2.1 Tenant Recharges

In line with individual Tenancy Agreements and Licence Agreements, rechargeable repairs and replacements will include:

- Repairs due to deliberate damage or neglect or inappropriate use of fixtures, fittings and the external and internal fabric of the building and its walls/fences.
- Reinstatement of missing fixtures, fittings and fences provided by Care.
- Repairs due to tenant 'improvement/alterations' where permission was not granted or not in accordance with the provisions of the permission (see Contractor Competency Policy).
- Changing locks and providing new keys where keys have been lost or not returned at end of tenancy.
- Clearance of all items where it has not been agreed in writing that these may be left in the property.
- Clearance of drain and inappropriate waste pipe blockages caused by tenant, family member or visitor.
- Reglazing of doors and windows where no damage report has been made to the Police and no crime reference number provided.
- Replacing furniture or appliances provided by Care that have been damaged or are missing when the tenancy ends.
- Continued failure to comply to give access to carry out gas or electric safety checks and services.
- Failure to allow access for any arranged maintenance and repair works that incur a charge.
- Misreports or false call outs e.g. where a tenant or their representative has reported a leak when in fact water has been spilled or an electrical fault when power has been turned off.

#### 2.2 Support Provider Recharges

In line with individual Service Level Agreements or Housing Management Agreements between Care and Local Authority or Support Provider partners, rechargeable repairs and replacements will include:

- Repairs due to deliberate damage or neglect or inappropriate use of fixtures, fittings and the external and internal fabric of the building and its walls/fences.
- Reinstatement of missing fixtures, fittings and fences provided by Care.
- Repairs due to support provider 'improvement/alterations' where permission was not granted or not in accordance with the provisions of the permission (see Contractor Competency Policy).
- Changing locks and providing new keys where keys have been lost.
- Clearance of all items where it has not been agreed in writing that these may be left in the property.
- Clearance of drain and inappropriate waste pipe blockages caused by support staff or tenants who are unable to keep pipes and drains clear.
- Continued failure to comply to give access to carry out gas or electric safety checks and services.
- Failure to allow access for any arranged maintenance and repair works that incur a charge.
- Misreports or false call outs e.g. where a tenant or their representative has reported a leak when in fact water has been spilled or an electrical fault when power has been turned off.

### **2.3 Exceptions**

Although Care is able to recover recharges in all the above situations, we understand that many of the rechargeable repairs may have come about as a result of a tenant's support needs. Where this is the case, Care may choose not to recharge the tenant, and will work with them and their family, support teams and other relevant professionals to help resolve the issue and ensure that the problem does not reoccur. This will be considered on a case-by-case basis.

### **2.4 Works and Charges**

Where the Association decides to pursue the recharge policy, Care will instruct their contractors to attend the property and inspect the works, where practical an estimate for the works will be sourced and the person/party responsible for meeting this cost advised of the figure. The responsible person/party has the right to source an alternative estimate, but anyone undertaking works to Care's properties must comply with the terms outlined in the Association's Contractor Competency Policy and any replacement items must be like for like or approved by Care.

On the occasions that the Association deems works essential straight away, we will instruct our contractor to complete the works immediately and advise us of the cost on completion, or as soon as is reasonably possible. On receipt of the contractor's invoice, Care will forward payment to the contractor and then forward an invoice for the tenant or support provider to repay Care as appropriate.

All works are subject to VAT at the prevailing rate.

The Association expects to be reimbursed within 28 days of the date of the invoice or in accordance with a payment programme agreed with the scheme's Housing Officer.

Whilst we will do everything possible to minimise the impact on the individual of us collecting these monies, Care will pursue court action if the monies are not paid in full in the agreed timescale.

Where work to a property as a result of tenant damage necessitates the need for the tenant to move out of the property temporarily, Care will not cover the costs for alternative accommodation (see Decant Policy). However, we may assist the tenant in sourcing suitable accommodation.

### **3. Responsibility**

The designated officer responsible for implementation and monitoring of this policy will be the Chief Executive.

### **4. Equality and Diversity**

Care is committed to respecting diversity in all aspects of our work and we will not tolerate any form of discrimination.

We recognise that there is the potential for impact across the characteristics of Age, Disability, Gender Reassignment, Marriage and Civil Partnership, Pregnancy and Maternity, Race, Religion or Belief, Sex or Sexual Orientation.

Where we are made aware of or identify customers with specific needs, we will be proactive in targeting our communication and support appropriately and consider any specific needs individually.

### **5. Commitment and Review**

Care will formally review this policy every three years. Care will consult with residents if material changes to this policy are proposed.