

RECHARGES POLICY

1. Purpose

- 1.1 Red Kite Community Housing is committed to maintaining our homes and providing services that represent value for money. The Recharge Policy is also intended to ensure that we use our resources effectively on behalf of our residents and recover the costs incurred which are the responsibility of others, and which should not be paid for through the rents of Red Kite residents. The policy will ensure that there is a consistent and transparent approach to recharges, so ensuring the fair treatment of all our residents
- 1.2 This is a Red Kite Policy detailing our approach to recharging current, former residents and others the cost of repairs or other work which is their responsibility or came about because of their actions or lack of action.
- 1.3 The Policy applies to all properties owned and managed by Red Kite, including their associated communal areas. The policy does not apply to leasehold properties (including shared ownership properties) where the leaseholder is normally responsible for all repairs (except repairs to the structure).
- 1.4 We are committed to looking after our residents money and recovering costs where works have been carried out which is not our responsibility. We manage our portfolio of homes and tenancies effectively and achieve value for money by ensuring:
 - a) we recover the cost of carrying out work which is not our responsibility
 - b) we recharge the costs back to those responsible, where we know who they are
 - c) that we pursue payment from those who do not pay, where it is cost effective
 - d) we enforce tenancy and lease conditions consistently and robustly
 - e) we keep our insurance costs affordable where practicable
 - f) that we have a clear audit trail for our customers should they refute the recharge.

2. Definitions

- 2.1 Recharge – rechargeable works are those works resulted in additional costs for us, arising from damage, neglect, non-compliance, abuse or misuse of Red Kite homes, fixtures and fittings by a resident, member of the residents’s household, support staff or visitors to the residents’s home. They do not include repairs that arise as a result of normal wear and tear through the duration of a tenancy.
- 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 other residents of or visitors, known or unknown to the resident , to our communities across Buckinghamshire County.

3. Responsibilities

- 3.1 The Head of Relationships is responsible for ensuring this policy is adhered to through the development and application of robust procedures and auditable documentation.
- 3.2 The Repairs Stem, Empty Homes Stem and the Community Pod will be responsible for collating the evidence required for each recharge, e.g. photographs, reports, invoices from contractors and correspondence with resident.
- 3.3 The Income Management Team will arrange for the resident to be invoiced by the Finance Team with the expectation that the invoice will be paid within 28 days, unless a repayment agreement has been made. The Relationships Management – Team Manager will make recommendations for Head of Relationships to sign-off or escalate to EMT (*where debt is to be written off but higher than approval limit in line with our Governance Regulations*)
- 3.4 This policy will be reviewed every three years by the Head of Relationships unless there are any material changes resulting from legislation, case law or learning.

4. Legal Framework

- 4.1 The rights and obligations of Red Kite and our residents are set out in the following:
 - Occupier's Liability Act 1957
 - Defective Premises Act 1972
 - Housing Act 1985
 - Housing Act 1988
 - Equalities Act 2010
 - Fitness for Human Habitation Act 2018
 - Anti-Social Behaviour, Crime and Policing Act 2014
 - The Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994
 - Regulator of Social Housing Regulatory Standards
 - Tenancy/ Lease/ Garage Agreement

5. Key Principles

- 5.1 In all but exceptional cases, we will recharge residents when we have had to carry out work for which they were responsible or where we have had to provide extra services and resources to resolve a breach of their tenancy.
- 5.2 We will advise residents as soon as we become aware there may be a recharge even if we do not know the amount at the time of notification.
- 5.3 Where we have exhausted attempts to collect the outstanding debt (recharge) or we are unable to locate the resident, we may pass the debt to a debt collection agency, depending on the amount of the debt owed.

6. Policy Statement

- 6.1 We depend on rent and service charge income to fund the provision, maintenance and management of our homes and the costs of our communal services. We will always take practical steps to limit revenue lost for the benefit of our residents.
- 6.2 If we incur costs by having to repair a home or carry out work to another asset e.g. building, facility, amenity or garden, the boundary of a home including fencing, shrubs or trees, because of the customer or others having damaged, neglected or otherwise mistreated it, we will recharge those costs, and any associated costs in full to the resident or third party at fault.
- 6.3 Circumstances in which a repair or replacement may be rechargeable include, but are *not* limited to:
- a. deliberate damage e.g. vandalism
 - b. accidental damage e.g. flood/fire
 - c. items left by the resident which require removal at the end of the tenancy
 - d. Where damage is caused by person/s other than the resident, and the name and address of the perpetrator who has undertaken the damage is known
 - e. neglect of any kind i.e. including delays in reporting a repair
 - f. not giving us timely access to do works and as a result there are additional costs to us
 - g. Consistently missing appointments for annual electric and gas compliance safety checks without a valid reason
 - h. unauthorised alterations
 - i. removal of refuse or waste from communal areas
 - h. unblocking toilets and drains
 - i. repairs covered by a warranty given by a responsive repairs contractor or by a planned works contractor
 - j. replacement of equipment under guarantee which has been damaged by the resident or their household
 - k. repairs resulting from neglect or accidental damage from a third party
 - l. reinstating gardens to a satisfactory condition, including hedges, shrubs and boundary fences
 - m. tree maintenance in residents' gardens
 - n. disposing of rubbish and was as a result of hoarding e.g. skip hire and contractor costs
 - o. removal of items placed on Red Kite land without our consent e.g. motor vehicles
 - p. replacement of keys
- 6.4 It is expected that repairs are paid for at the point of request by the resident and in advance of works being completed. Where payments are made in advance, no administration charge will be added. However, in cases where Red Kite carries out works and has to put in place payment plans or pursue payments, a 10% administration fee will be added to the charge.

- 6.5 If the resident refuses to pay for works that represent a health and safety risk to the occupants or pose a risk of leading to further damage to the home, Red Kite will carry out the works and will recharge the full cost of the work to the resident. Red Kite will seek to recover those costs in full and may commence legal action to do so.
- 6.6 If the resident does not pay the full cost of the works upfront, we will make a repayment plan with them for the debt to be repaid within a period of six months.
- 6.7 In the event residents fail to repay these recharged costs within a period of six months we may pass the debt to a debt collection agency without further notice to the resident.
- 6.8 Red Kite may decide not to recharge the full amount or consider writing off the debt (in line with our write off process in some exceptional circumstances such as the death of a resident where there is no funds in the estate, significant vulnerability i.e. lack of mental capacity or a resident being unable to pay for a repair which endangers life (or home)).
- 6.9 In some instances where a resident is in sheltered and vulnerable we may carry out work at the request of the resident which is the resident's responsibility under the tenancy agreement. In these instances, we will take payment prior to undertaking the works.
- 6.10 Residents who wish to challenge a recharge may do so within 28 days of receiving our initial invoice. This will be considered by a senior member of staff who has not been involved in the original decision making. We will consider each case on its merits, including consideration of any vulnerability highlighted.

7. Related Strategies, Policies & Procedures

- Repairs Policy and Procedure
- Recharges Procedure and flowchart
- Our Strategic Approach to Value for Money
- Anti-Social Behaviour Policy
- Tenancy Policy
- CCTV Policy
- Rent Collection and Debt Recovery Policy

Staff roles listed in the **Competency Standards section** must be acquainted with contents of this document and have had documented instructions and training on its use. Authority to amend can only be undertaken by the **Process owner** with the relevant **Delegated approvals**.

For information on interpretations and instructions staff should contact the **Subject Matter expert** or **Process owner** and under no circumstances should any deviation be permitted without prior approval as above.

Document Controls			
Version:	1	Effective date:	February 2021
Subject Matter expert drafter:	Relationships Management Team Manager	Process owner :	Head of Relationships
Related Pod	Relationships Pod Finance Pod Property Pod Commercial Pod Community Pod	Related Policy	<ul style="list-style-type: none"> • Repairs Policy and Procedure • Recharges Procedure and flowchart • Our Strategic Approach to Value for Money • Anti-Social Behaviour Policy • Tenancy Policy • Table of tenancy clauses by tenancy type • CCTV Policy • Feedback Policy and Procedure
Review period	3 Years	Next review due by:	5 February 2024

Delegated approvals			
<i>The 3 lines of defence have been checked within the framework and are valid</i>			<input type="checkbox"/>
Approved by AD		Approved Date:	February 2021
Approved by EMT		Approved Date:	April 2021
Approved by Board/ Committee/RRT		Approved Date:	