



ORE VALLEY HOUSING ASSOCIATION

RECHARGE POLICY

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Review Requirement	5 Yearly

Recharge Policy

Introduction

Housing repairs and maintenance is one of the most important factors influencing overall tenant satisfaction with the Association and its services.

An integral part of the repairs service is the Association's ability to recharge tenants for the cost of a repair where the Tenancy Agreement identifies that repair as the tenants' responsibility. This includes repairs which are attributed to negligence, wilful damage or accidental damage on the part of the tenant, a member of his/her household or a visitor to the home. This does not apply to wear and tear in the property.

The division of responsibility for repairs between the Association and tenants is set out in the Guidance for Recharges

This policy should also be considered in conjunction with the Association's Maintenance Policy, the Void Management Policy, the Minimum Lettable Standard, the Arrears Policy & Procedures, the Complaints Policy and the Equal Opportunities Policy.

Objectives

The purpose of this policy is to ensure the Association minimises the loss of income through the prompt and effective recovery of rechargeable repair costs. Doing this effectively will help the Association to deliver an efficient, high quality, cost effective and professional service that meets the expectations of its customers.

The Association shall have systems and procedures in place, which ensure the rechargeable repairs process is carried out efficiently, effectively and economically for both Association and tenant ensuring that audit trails exist in the rechargeable repairs systems.

Reporting systems will be in place to promote feedback to monitor the rechargeable repairs system; ensuring that we respond promptly to missed payments, establishing early contact if arrears persist and endeavouring to pursue full recovery of rechargeable repairs debt.

The Management Team and the Board will be advised on a regular basis on the number of repairs carried out and debt owed to the Association.

Rechargeable Repairs

Repairs for which the cost may be recharged to the tenant will generally include those where the need for the repair was occasioned by the careless or malicious actions of the tenant, a member of the tenant's household or a visitor to the tenant's home. Such repairs frequently include, but are not limited to:

- Damage to doors/locks as a result of losing keys
- Damage to kitchen or bathroom appliances and units
- Boarding up windows and doors
- Damage caused to internal doors or walls.
- Forcing Entry under the terms of the tenancy agreement where that is necessary to affect a repair, service or planned safety inspection.

Tenants may also be charged for abortive calls/visits by repairs and maintenance staff where adequate notice has been given.

Where possible, the tenant will be made aware at the time the defect is reported or otherwise prior to the repair being carried out where it has been possible to contact the tenant, that a charge may be made. If the repair requires to be carried out urgently in order to make a property safe and/or secure, then it may not be possible to give such prior notice.

The tenant may be given the opportunity to make alternative arrangements for the required repairs to be carried out at their own expense. The Association may exercise its rights under the tenancy agreement to carry out an inspection of the property, to check that the repair has been carried out and to an acceptable standard.

If the tenant agrees to the work being carried out by the Association then full payment or a deposit amounting to a minimum of £25, unless cost of repair is over £100 then 25% of the total payment will apply prior to works being instructed. In the case of some emergency repairs it may not be possible to obtain this deposit and works to make the property safe and secure may proceed regardless. Where applicable, the tenant will be recharged after the emergency repair has carried out.

The Association will seek to charge any tenant who is terminating a tenancy with the Association who is deemed to be responsible for defects that will require to be repaired prior to a new tenant being allocated the property. If any such defect is identified during the pre-termination visit, then the tenant will be given the same opportunity to address the repair as set out above.

Repairs for which the outgoing tenant is deemed to be responsible that are only identified after the property has been vacated will be recharged to that ex-tenant. Every effort should be made to recover the cost of the relevant repair works, through the Small Claims Court if necessary.

Insurance

Tenants will be encouraged at the point of tenancy sign up stage to take out home contents insurance.

Repair Accounts

Outstanding repair accounts will be classed as a debt which could delay approval to exchanges or transfers.

A request will be made for full payment or a minimum payment of £25 of the charge to be paid prior to any work being carried out. Should the repair cost more than £100 a deposit of 25% of the full cost will be required. On receipt of this payment the work will be instructed. The remaining balance can be paid by instalments and arrangement will be made for this to be collected on a weekly or monthly basis.

The repair will generally be carried out where there are no outstanding rechargeable repair invoices. The only exception to this will be where an emergency repair is required for health and safety reasons or an essential repair (please refer to list).

Any outstanding unpaid rechargeable repair will have a direct impact on all future non-emergency repairs, with no non-emergency repairs being authorised until the outstanding debt is either paid outright or an arrangement entered into and maintained.

If a debt is not paid voluntarily, or arrangements made to pay the debt within one month then further steps will be made to retrieve the costs.

The Association retains the option to write-off former tenant repair accounts at an appropriate time, where reasonable attempts have been made to collect the outstanding debt. This will not prevent the Association pursuing the debt at a later date.

This policy endeavours to meet best practice guidance to achieve best value.

The repairs and maintenance spend has an influence on the Associations' business plan spending and thus strives to contain cost predictability and viability for the Association. It is therefore essential that the Association seeks to minimise the volume and value of rechargeable repairs and rigorously pursues the recovery of the cost of rechargeable repairs.

Where an OVHA tenant has not looked after their home in accordance with the tenancy agreement and/or has accrued a debt (rent arrears, rechargeable repairs etc.), has consistently refused to co-operate with the Association and/or has been issued with written warnings served on them, the Association may withdraw that tenant's home from any rechargeable repair/non statutory repair and any programme of improvement works such as the renewal of kitchens, bathrooms, windows etc.

Equal Opportunities

OVHA is an equal opportunities organisation and ensures equality of treatment for all customers without discrimination or prejudice based on a persons' gender, sexual orientation, race, ethnic origin, nationality, religion, age, disability or illness.

The Association will always seek to follow best practice in order to ensure that the above group needs are understood and implemented (e.g. a customer may require an interpreter or translator or have special needs).

Appeals

If a customer is unhappy with the decision on a rechargeable repair they have the right to appeal within 14 days of receiving the notification letter. If after appealing the customer is still dissatisfied with the decision then OVHA Complaints Procedure should be followed by the customer, which is available upon request.

Performance Monitoring

In order to comply with our service commitments, OVHA will monitor the following areas:

- Number of rechargeable repairs carried out as a void repair
- Number of rechargeable repairs carried out as a response repair
- Total cost of rechargeable repairs
- Total income received from rechargeable repairs/recovery rate