



## Recharge Policy

<b>Policy Name</b>	Recharge Policy		
<b>Policy Ref</b>			
<b>Review Date</b>	May 2022		
<b>Purpose</b>	<b>REVIEW &amp; APPROVE</b>		
<b>Next Review Date</b>	November 2025, Every 3 years or as legislation or substantive changes occur.		
<b>Committee</b>	25 <sup>th</sup> May 2022		
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<b>Who this Policy affects</b>	Customers, Staff, Contractors, Members of the Public		
<b>Internal Policy</b>	X	<b>To be published</b>	X

<b>Standards</b>	<b>Number(s)</b>
<b>Guiding Standards</b>	GS1.2, GS1.4, GS1.5, GS3.3, GS2.2, GS2.3, GS3.1
<b>Activity Standards</b>	
<b>Housing Management</b>	AS1.7
<b>Property Management</b>	
<b>Property Development</b>	
<b>Homelessness</b>	
<b>Services for Owners</b>	
<b>Gypsy Travellers</b>	
<b>Wider Action</b>	

**Notes:**

# **ANGUS HOUSING ASSOCIATION LIMITED**

## **RECHARGE POLICY**

### **1. POLICY**

The aim of this policy is to determine how Angus Housing Association will strive to recover the cost of any rechargeable item from its tenants. The purpose of the policy is to try to ensure that those tenants who conduct their tenancy in an appropriate way do not pay for damages done or costs incurred directly as a result of the actions of others.

Angus Housing Association should attempt to pre-empt potential problems by providing tenants with clear guidance as to what their repairs responsibilities are in order to clarify who is responsible for the repair charge or other costs incurred by the Angus Housing Association.

However, other items such as Legal or Court expenses, be it for the recovering rent arrears or access for gas servicing, breaches of tenancy etc. will also be subject to recharges. Again, tenants will be given clear information as to their potential liability for these additional costs in advance of any actions being taken which will incur such costs.

### **2. INTRODUCTION**

One of the main areas that this will apply to is rechargeable repairs, as per Section 5 of the Angus Housing Association Scottish Secure Tenancy Agreement.

This Recharge Policy will apply to any tenant who breaches this tenancy condition as Angus Housing Association recognises the importance of undertaking certain rechargeable repairs in order to keep its stock in a habitable state.

The Association will only carry out rechargeable repairs without prior agreement from the tenant to meet the cost on void properties or where there is either a health and safety need or where failure to carry out a repair would impact on the deterioration in the condition of the Association's property.

Where the tenant is responsible for the repair, the work will only be instructed when the tenant has paid part or all of the cost of the work in advance or the Association has received a signed agreement and mandate to pay the repair cost by instalments.

### **3. AIMS AND OBJECTIVES**

The Association's policy should be viewed as part of a wider strategy to encourage tenants to take responsibility for the maintenance of their homes in accordance with their Tenancy Agreement. It will also reinforce our stance on tackling anti-social behaviour. By taking prompt action when tenants wilfully damage Association property, we are sending out a clear message that we are aiming to utilise our available budgets in an effective manner.

The Association aims:

- To Reduce and prevent the number of recharges.
- To ensure that the pursuit of rechargeable accounts and arrears are given a high priority.
- To ensure that clear and timely guidance is given to tenants relating to Recharge Accounts and recovery of arrears so that such arrears are cleared and the threat of legal action is avoided.
- To monitor rechargeable accounts and arrears performance by means of regular reports, target setting and monitoring Key Performance Indicators.

#### **4. RECHARGEABLE REPAIRS**

The Association aims to provide a good quality, value for money repairs and maintenance service. An important element of this approach is the need to ensure that where repairs are required which are the tenant's responsibility, then the cost of these works are borne by the tenant.

General circumstances where repair or reinstatement work may be recharged include:

- Any items if the work is necessary because of an act of wilful damage, neglect, misuse or some accidental damage by the tenant or his/her family or visitor to their home.
- Any reinstatement work made necessary by unsatisfactory or unauthorised tenant improvements or alterations.
- Any damage to the Association's fixtures and fittings, whether internally and externally that cannot be attributable to fair wear and tear throughout the duration of the tenancy.
- Where the tenant has vacated the property and not left it clean, cleared and in a good condition. Any reinstatement of damage, removal of furniture and other items, both in the property and any external areas, will be recharged

Where it is assessed that repairs work will be recharged, the Maintenance Officer will ensure the tenant is aware of the work to be carried out and the approximate cost. The tenant will be asked to sign a copy of the Works Required Form. The tenant can organise for the work to be carried out (if it is agreed to be done to a professional standard acceptable to the Association) or the Association can carry out the work and recharge the tenants.

## **5. RECHARGEABLE REPAIR ARREARS PREVENTION**

No repair will be carried out on behalf of a tenant which is clearly the responsibility of the tenant, unless the tenant has signed an agreement to this effect and paid the estimated full cost of the repair in advance. In certain circumstances, an agreement may be made for the tenant to pay the recharge amount by instalments. This would normally be over a period of no more than 12 months.

In exceptional circumstances, where there is a risk to safety or potential property damage, for example emergency repairs, the Association will carry out the repair. However, the tenant will be advised of their responsibility and an estimated cost prior to the work commencing and will be required to sign a consent form and agree an acceptable payment plan.

The Association will seek reimbursement from both existing and former tenants. Where the Association has no forwarding address, attempts will be made to trace the tenant.

## **6. RECHARGES FOR LEGAL OR COURT EXPENSES**

Items such as Legal or Court Expenses, be it for the recovering rent arrears or access for gas servicing, breaches of tenancy etc. will also be subject to recharges.

The Association considers it unfair that the majority of tenants should pay for the legal costs of the small minority of tenants who do not comply with the most basic requirements of their tenancy by paying their rent on time or refusing to arrange access for contractors to carry out statutory servicing duties

In such cases, the full cost of any legal costs incurred by the association will be re-charged to the tenant concerned. In cases where this involves raising an action in the Sheriff Court the Association will normally seek expenses through

the offices of the Sheriff Clerk. This will be the policy even if expenses only are required after an action has been dismissed.

In normal circumstances, tenants will be given a maximum of 2 years to clear any cumulative re-charge debts, however this will be determined on a case to case basis.

## **7. REPAIRS REQUIRED AS A RESULT OF A CRIME**

If the repair is required as the result of a crime, for example a stolen key or broken windows, the tenant will be required to report the incident to the police and obtain a crime reference number. In such cases, the tenant may not be recharged for the work.

## **8. RECHARGE RECOVERY**

### Current Tenants

Where no arrangement has been agreed for the debt to be paid, the Housing Assistants (HA's) will continue to pursue the debt by the letters and phone calls outlined in the Procedures.

Where current tenants fail to enter into an agreement to clear the debt the Debt Recovery Officer (DRO) will consider whether to serve a Notice of Proceedings for Recovery of Possession. If tenant continues to fail to deal with the debt, the DRO will then seek authorisation to proceed with commencing a Simple Procedure Action (this is in place of Small Claims Action)

The Financial Inclusion Officer (FIO) and Housing Officers (HO) should be involved in discussing these debts with tenants before recommendations are made to the DRO and Director of Housing Services for legal action to be instigated.

### Former Tenants

All former tenant debts will be dealt in the same manner as current tenants. Where no forwarding address is available the debt will be dealt with in line with the Recharge Procedures for debt collection.

## **8. MONITORING**

It will be the responsibility of the Housing Management Department to provide a quarterly report to the Service Delivery Sub-Committee for Current Tenant Recharges and Finance Audit and Risk Sub-Committee for Former Tenant Recharges

The Association will monitor the level of Rechargeable Debt against Targets including.

- Collecting 7.5% of the quarterly rechargeable debts made in the current financial year.

## **9. POLICY REVIEW**

This policy will be reviewed on a three yearly basis and more frequently should circumstances require. The review will assess the effectiveness of the policy and accompanying procedure, and identify any changes which may be required,

As part of this policy review, consultation will take place with both staff and tenants to ensure account is taken of operational issues and the opinions of service users.