

Recharges Policy

Effective from	May 2017
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Approved by	Managing Director (Triathlon Homes)
Planned review date	September 2019
Responsible officer	Head of Operations (Triathlon Homes) (Responsibility for proposing final draft, implementation and review)
Author	Policy and project officer

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1. This is Section Heading

- 1.1 Sometimes Triathlon Homes will carry out repairs that are the resident’s responsibility, for example when residents fail to look after their homes or fulfil their repairing obligations as outlined in their tenancy or lease agreement. In such cases Triathlon Homes will charge the resident for the cost of the repairs. This is known as a recharge. Triathlon Homes will recover all recharges in an efficient and effective manner.
- 1.2 This policy sets out Triathlon Homes’ position on recharges and repairs which can be recharged (“rechargeable repairs”).
- 1.3 The tenancy or lease agreements set out the respective responsibilities for Triathlon Homes and its residents.
- 1.4 Triathlon Homes LLP (‘Triathlon Homes’) is the owner of 1,379 homes within East Village, is a private landlord to the occupiers of these properties and has appointed a Managing Agent to manage the properties on its behalf. Both Triathlon Homes and the Managing Agent are members of the Housing Ombudsman Service.

All of Triathlon Homes’ policies are its own, but are implemented by the Managing Agent on its behalf. Triathlon Homes’ policies are required to comply with the Regulatory Standards of the Regulator of Social Housing.

- 1.5 This document should be read in conjunction with the Triathlon Homes Glossary.

2. Policy Statement

- 2.1 Triathlon Homes aims to:

- Inform tenants of their responsibilities at tenancy sign up and throughout their tenancy.
- Inform leaseholders of their responsibilities throughout their lease term.
- Apply recharges in a fair and transparent manner.
- Recover all costs associated with recharges wherever possible.

- 2.1.1 Triathlon Homes expects residents to carry out all repairs that are their responsibility themselves or to employ a contractor to do so. We would encourage all tenants to have household insurance to cover this.

- 2.2 When we will recharge

Whilst not an exhaustive list, we will look to recharge the tenant or leaseholder for:

- 2.2.1 Damage/Repairs to property and fittings:

- Where the resident has failed to or refuses to undertake a repair which is their responsibility and Triathlon Homes has decided it is necessary to carry out the repair; or

- Where, in the opinion of Triathlon Homes, the tenant or leaseholder has undertaken a repair but failed to carry out the work to an acceptable standard; or
- Where, following a resident undertaking a home improvement or alteration (see Home Improvement Policy) Triathlon Homes deems it necessary to undertake remedial work to bring the property back to a satisfactory standard; or
- Where it is necessary for Triathlon Homes to repair any damage caused by wilful abuse (e.g. smashed door), accidental damage (e.g. broken window) or negligence (e.g. a blocked sink) by the resident themselves, anybody living with them or any invited visitor to their home; or
- Where we have agreed to undertake the repairs on the resident's behalf (see section 2.5); or
- Where the resident causes damage to the communal areas (see glossary).
- Triathlon Homes will recharge residents for damage resulting from forced entry by the police as part of detecting criminal activities if the resident or any member of their household is found to be engaged in criminal activity.

2.2.2 Keys:

- The cost of replacing lost or broken keys (to windows and doors) and key fobs to communal entrances, whether at the commencement, during, or at the end of the tenancy or lease, including any administration fee.

2.2.3 Moving out (See Voids Policy):

- Outstanding matters when the resident moves out including but not limited to removal, storage and disposal costs of the residents' possessions where they have been left in the property after the tenancy/ lease has ended.
- For tenants only:
 - Cleaning and clearance costs if the tenant has failed to leave the property in a reasonable state of cleanliness and clear of rubbish.
 - Any works required at the end of the tenancy to return the property to its original condition, where these works are the result of the tenant's failure to undertake repair work that was the tenant's responsibility.
- For Intermediate Market Rent tenants only:
 - Where we hold a deposit, we will use this deposit to cover the cost of any remedial work we deem to be necessary if the tenant has failed to undertake this work.

2.2.4 Communal Areas:

Issues in the communal areas (outside of the front door of the property) including but not limited to:

- Clearance of large items of furniture or removal of other waste which the resident or a member of their household has dumped or fly tipped on East Village land or property where Triathlon Homes has incurred costs in dealing with this matter.
 - Where the resident or a member of their household abandons a vehicle on East Village land or property, and we incur costs when requesting the ownership details from the DVLA and arranging for the vehicle to be removed.
- 2.3 We will consider all reasonable action to recover recharges from the resident (see Income Collection and Arrears policy).
- 2.4 Where the resident has multiple debts with Triathlon Homes we will ensure the payment of rent or lease arrears takes priority for repayment before payment of recharges.
- 2.5 Under special circumstances where the resident is vulnerable (see Priority Needs Policy) we may agree to carry out the required works if the tenant or leaseholder is unable to do so.
- 2.6 Whenever we undertake recharge work we will inform the resident of the basic cost and will add to this a 15% administrative charge and then VAT (currently 20%).
- 2.7 Where payment for a previous rechargeable repair is outstanding we may refuse to carry out future rechargeable repairs until the debt is paid, unless Triathlon Homes considers it in its interests to do so, e.g. it is affecting the health and safety of residents.
- 2.8 Triathlon Homes may exercise discretion not to recharge the resident when, in Triathlon Homes' opinion, it is reasonable do so (see section 4.9).

3. Context

3.1 Legislation/Regulation

- Housing Acts 1985, 1988, 2004
- Landlord and Tenant Act 1985
- Environmental Protection Act 1990
- Electrical Equipment (Safety) Regulations 1994
- Decent Homes Standard 2006
- Housing Health and Safety Rating System 2006
- Equality Act 2010
- The Regulatory Framework for Social Housing 2012

3.2 Links to Key Triathlon Homes Policies

- Complaints Policy
- Former Residents' Accounts Policy
- Home Improvement & Alterations Policy
- Income collection and arrears policy

- Legal Disrepair Policy
- Priority Need Policy
- Repairs Policy
- Estate Regulations
- Tenancy Agreements
- Lease Agreements
- Residents Handbook

4. Method Statement

4.1 Informing residents of their responsibilities

- 4.1.1 Triathlon Homes will inform tenants of their responsibilities at tenancy sign up and through the residents' handbook.

4.2 Reporting repairs

- 4.2.1 Where a resident reports a repair/damage we will assess whose responsibility the repair is. If it is the resident's responsibility we will advise the resident of this.

- 4.2.2 Where a repair is identified by an operative on site as being a rechargeable repair, due to resident's accidental damage, neglect or wilful abuse, the operative will either:

- Refer the resident to contact the Managing Agent's Contact Centre or a member of the Triathlon Homes Team;
- Give the resident the option to carry out the repair themselves (and log the repair as such); or
- If there is a health and safety risk and the resident refuses to complete the repair themselves, the operative will advise the resident that the repair will be made safe and that the resident will be recharged. Where possible the operative will make safe the repair there and then.

- 4.2.3 Triathlon Homes may later inspect any repairs the resident has undertaken to ensure it is of an acceptable quality and standard. (See section 4.5 below)

4.3 Exceptions where Triathlon Homes will undertake repairs that are the resident's responsibility

- 4.3.1 Generally Triathlon Homes expects residents to carry out all repairs that are their responsibility themselves or to employ a contractor to do so.

- 4.3.2 However, Triathlon Homes may consider undertaking repair works that are the resident's responsibility if one of the following exceptions applies:

- Works are required immediately on the grounds of health and safety.
- The property is void having been vacated by the previous tenant or leaseholder.

- Triathlon Homes has agreed to carry out the repair where the tenant or leaseholder is considered vulnerable (see Triathlon Homes Priority Needs Policy).
- Triathlon Homes is not satisfied that the repairs the resident has undertaken are of sufficient quality and standard.
- In our opinion, it is in Triathlon Homes' interests to do so, e.g. damage is being caused to neighbouring properties.

4.3.3 In these circumstances Triathlon Homes will recharge the tenant/leaseholder for the repairs unless it considers it inappropriate to do so (see section 4.9). The decision to carry out a rechargeable repair will always be at the discretion of Triathlon Homes, unless we have a legal obligation to repair.

4.4 **Consent and Cost**

4.4.1 Consent

Where Triathlon Homes agrees to carry out a rechargeable repair it will require the resident to sign a consent form, agreeing to the costs of the works before the works are undertaken. In some situations, including emergencies, we may undertake repairs without the resident's express consent.

Where repairs are undertaken that are later found to be the resident's responsibility we will still recharge the full amount.

4.4.2 Cost

Wherever possible, if Triathlon Homes has agreed to undertake the rechargeable repair, we will make the anticipated costs to the resident clear while the repair is being discussed with our contact centre or Front of House officer. This will include informing the resident of our 15% administrative charge and then VAT (currently 20%). This is not a formal quote.

4.5 **Payment**

Triathlon Homes will expect payment including any administrative charges in full as soon as the recharge bill is sent to the tenant or leaseholder. Where this is not possible we will consider reasonable payment options.

4.6 **Court costs**

4.6.1 If it is necessary for Triathlon Homes to take legal action to recover the costs of rechargeable repairs/ remedial works to rectify damage caused by residents, we will recharge the tenant or leaseholder for these costs, including court costs and the cost of enforcement action.

4.6.2 We will consider use of all recovery options (see Income Collection & Arrears policy) when looking to recover outstanding monies to Triathlon Homes.

4.7 **Inspection of Repairs**

Where the tenant has undertaken repairs Triathlon Homes may inspect the repair to satisfy ourselves that it was undertaken to a satisfactory quality and standard.

Where this is not the case Triathlon Homes may carry out the required works to bring them up to a satisfactory quality and standard and will recharge the full costs to the tenant including administration charge and VAT.

4.8 **Communal areas**

4.8.1 Where a Triathlon Homes resident damages part of the communal areas, including the windows on their home, and remedial repair work is required, this work will be undertaken by East Village Management Ltd (EVML). EVML will invoice Triathlon Homes for the cost of this work and Triathlon Homes will seek to recover the cost of the work including an administration charge and VAT via a recharge to the resident identified as being responsible for the damage.

4.8.2 Windows and balcony doors

These are the repair responsibility of EVML. If EVML's contractor attends to service or repair these items and reports back that there has been damage caused by 'misuse' (the failure to use in a correct manner), then Triathlon Homes will seek to recharge the resident for any associated costs.

4.9 **Moving out (see Voids and Former Residents' Accounts policies).**

4.9.1 To avoid disputes when a tenant is moving out, we will carry out a pre-void inspection following receipt of notice, and confirm to the tenant what standard we expect the property to be returned to us in, including identifying any remedial repair and redecoration work the resident is required to make in order to meet that standard. We will then re- inspect the property once the resident has moved out and take photographs of any outstanding repairs. We will look to recover costs for any tenant repairing responsibilities not addressed including but not limited to those set out in section 2.2.1 - 2.2.4 above.

4.9.2 For those tenants in Intermediate Market Rent properties we will use the deposit to cover the cost of these works. If the deposit is not sufficient to cover the costs of repairs the difference will be recharged to the outgoing tenant.

4.10 **When we may exercise discretion not to recharge**

4.10.1 Triathlon Homes recognises that there are circumstances where we may not recharge a tenant/leaseholder where we are entitled to do so. Whilst this is not an exhaustive list, the following are examples where we may exercise discretion:

- Where the tenant or leaseholder is considered vulnerable and we consider it appropriate (see Triathlon Homes Priority Needs Policy).

- Where damage is discovered following the end of a tenancy where a tenant has been admitted into hospital long term, has been admitted into residential care, or has died, discretion will be exercised and the matter will be pursued sensitively.
- Where the damage is the result of a crime or act of vandalism, provided that it has been reported to the police, a crime reference number has been obtained, and it was not committed by a member of the household.
- Where the damage was caused in the course of a violent incident towards the tenant or a member of their household and the incident has been reported to the police, a crime reference number has been obtained, and it was not committed by a member of the household.

4.10.2 In routine cases agreements not to recharge will be made by Triathlon Homes' Technical Officer, otherwise they will be approved by the Head of Operations.

4.11 Complaints

Where the tenant or leaseholder has a complaint on the delivery of this policy this will be covered by the Triathlon Homes' Complaints Policy.

5. Monitoring the policy

- 5.1 This policy will be monitored by the Head of Operations who will review this policy periodically as set out above capturing best practice, Key Performance Indicators, customer and stakeholder feedback and legislative changes to inform this review.
- 5.2 The effectiveness of this policy in terms of the amount of income collected in relation to the amount of rechargeable repairs invoiced will be monitored as part of the income collection policy.

6. Equality Needs Impact Assessment

- 6.1 Triathlon Homes recognises its duty to eliminate unfair treatment and discrimination in the services it provides and to promote and value respect in everything it does.
- 6.2 An equality impact assessment of this policy was undertaken in March 2017.

7. Glossary

- 7.1 **Communal areas** – Areas of East Village that residents share with each other such as hallways, gardens and garages. Communal area repairs include all internal and external common parts repairs, including to the building structure and windows, as well as public spaces (i.e. roads, pavements, publically accessible parks, etc). EVML may also recharge for removing rubbish dumped in communal areas and removing abandoned vehicles.
- 7.2 **DVLA** – Driver & Vehicle Licensing Agency (a Government Department).

7.3 **East Village Management Ltd** – is the company responsible for managing and maintaining the buildings, common areas and East Village public realm on behalf of the building owner.

8. **Accessibility of information/Publication**

8.1 This policy will be available on the Triathlon Homes website.

Appendix – Sample Charges

The following table gives some examples of the cost of common repairs that may be recharged to the resident. The charges provided are for illustrative purposes only, all recharges will be determined by the actual cost of the works and may be significantly different from these amounts.

Type of Repair	Sample Charge (not including the 15%administration fee)
Blocked sink in property	£90 + VAT, £110 per hour there after
Change internal locks, lost keys, Letterbox(mail box), Medicine cupboard	£128 +VAT
Tenant damage to Intercom	£300 +VAT
Lost window keys	£28 +VAT per key
New induction hob	£600 +VAT
New washer/drier	£605 +VAT
Fridge drawers	£135 +VAT
New shower head	£65 +VAT
New shower hose	£30 +VAT
New shower screen	£660 +VAT
Tenant damage to heating system	Need to assess issue

Policy Controls sheet		
Author	Date	Main changes and why (i.e. change in legislation, change in internal processes)
Customer Services Policy Consultant	May 2021	New template.
Technical Officer, Policy and Research Officer, Managing Director Triathlon Homes	May 2017	Name changed from "Repairs Recharge Policy" to "Recharges Policy". Added section on EVMML and windows/balcony doors. Added appendix with sample charges. Added reference to photographing damage left in voids. Removed references to home demonstrations. Updated legislation list in section 3. Added reference to encouraging residents to have home insurance.