



Ongo Homes

Recharge Policy

January 2016

Led by:	John Lawrence, Head of Housing
Written by:	Emma Garland, Policy & Research Officer
Agreed on:	7 January 2016 – health check
Agreed by:	HOST
To be reviewed:	January 2019

	Contents	Page
1.	Our policy is...	2
2.	It applies to...	2
3.	Because we want to...	2
4.	Rechargeable repairs...	2
5.	Other recharges...	4
6.	Costs and recovery...	4
7.	How we'll prevent the occurrence of recharges...	5
8.	Making sure we do what we say...	6
9.	Other things to bear in mind...	6
10.	We'll look at this again...	7

1. Our policy is...

- 1.1 To seek appropriate compensation from customers who, through their own action or inaction, have necessitated a chargeable repair or service to their property or communal area.
- 1.2 To recharge customers where we have incurred other costs as a result of something a customer has done, or not done.

2. It applies to...

- 2.1 Recharges made in respect of Ongo Homes' (OH):
 - Residential properties whether tenanted or empty
 - Communal and external areas
 - Garages and sheds
- 2.2 It does not apply to costs recharged to customers through service charges.
- 2.3 Our customers, members of their household, visitors and pets.

3. Because we want to...

- Promote a responsible attitude by customers towards their property by ensuring that costs are pursued from those who are negligent or deliberately cause damage
- Ensure we manage recharges effectively, fairly and accurately
- Recover the costs of recharges from current and former customers
- Maximise income by the recovery of debts owed relating to rechargeable items and demonstrate value for money.

4. Rechargeable Repairs...

4.1 Customer responsibilities

4.1.1 Customers are required under their Tenancy Agreement to keep their property in a reasonable condition and to leave their home clean and tidy when they end their tenancy.

4.1.2 The Tenancy Agreement also:

- Tells customers that they may be charged for the cost of making good any damage they have caused;
- Sets out which repairs are their responsibility.

4.1.3 Customers are responsible for ensuring prompt payment of recharges.

4.2 What will be recharged – repairs/reinstatement

- 4.2.1 We will apply a recharge for repair or reinstatement work where something is:
 - Broken

- Damaged
- Missing or
- Caused by a customer's neglect, misuse or inaction.

4.2.2 We reserve the right to recharge for missed appointments where customers do not give us prior notice of the need to cancel their pre-arranged appointment or if a customer abuses the emergency appointment system by deliberately giving misinformation to gain a quicker response. Each case will be considered individually and a recharge will only be applied if authorised by the Repairs Operations Manager.

4.3 Cost & timescales – repairs/reinstatement

4.3.1 When we identify a recharge, we'll give the customer the approximate cost. This will only be an estimate and the cost could vary subject to work conditions to complete the work correctly.

4.3.2 We will give customers the opportunity to undertake the remedial work themselves and agree appropriate timescales on a case-by-case basis.

4.3.3 We reserve the right to inspect any work carried out. Where it fails to meet our current standards or if work is not carried out within agreed timescales, we reserve the right to recharge for any remedial work required.

4.3.4 Where customers ask us to carry out work on their behalf they must pay the cost of the recharge in full before we start the work.

4.3.5 However, we will always carry out a repair at the time & recharge later, if it is identified that:

- The repair is required for health and safety reasons
- The damage is detrimental to the appearance of the neighbourhood, for example, a boarded window
- The damage has been caused to a communal or external area
- A lack of remedial action would lead to further damage
- The home is empty and the former customer is no longer living in the property.

5. Other recharges...

5.1 We reserve the right to recharge customers where we incur other costs as a result of something they have done, or not done.

6. Costs and Recovery...

6.1 How costs are calculated

6.1.1 Photographs will be taken before the repair or service to formally record and prove the need for the recharge and the work carried out.

- 6.1.2 Charges for rechargeable repairs will be based on what it costs us to put it right, this will include materials and labour from the agreed National Housing Federation Schedule of Rates and other associated costs.
- 6.1.3 Charges for services (e.g. rubbish clearance) will be based on actual costs plus the budgeted labour rate for the staff involved.
- 6.1.4 A minimum charge of £30.60 will be applied in the case of missed appointments or abuse of emergency repairs system where we deem a recharge to be appropriate.
- 6.1.5 VAT will be charged where applicable.

6.2 If we invoice customers later...

- 6.2.1 We will contact customers to make a repayment agreement to pay the amount owed in relation to rechargeable items.
- 6.2.2 We will take recovery action in accordance with our Income Collection Policy.
- 6.2.3 If customers have one unpaid recharge we will not carry out any more rechargeable works until the initial recharge is paid for. This does not apply in the case of emergencies or health and safety issues. In such cases a cumulative recharge account will be maintained.
- 6.2.4 We reserve the right to include the cost of collection where we incur additional costs due to non-payment.

6.3 Complaints

- 6.3.1 If a customer is not happy that an item or service has been deemed rechargeable or if they dispute the amount charged, they can submit a complaint through our complaints procedure.

6.4 Taking individual circumstances into account

- 6.4.1 We may, in exceptional circumstances, agree that a customer does not have to meet the full cost of a recharge.
- 6.4.2 'Exceptional circumstances' are classed as:
- Vandalism or damage by a third party if a criminal offence has been committed and action is being taken against the person responsible (we would normally expect that this action would include the person being charged to put right the damage);
 - Where forced entry has taken place due to concerns about the well being of the customer;
 - Where the damage is caused as a result of domestic violence and pursuing the perpetrator could place the victim at increased risk of further harm;

- Works required as a direct result of a customer's illness or disability.

7. Reducing the occurrence of recharges...

- 7.1 We will carry out inspections of properties to ensure tenants are looking after their homes. Cases of damage and/or neglect will be recorded and followed up. We will help tenants who need support to maintain their tenancy.
- 7.2 We will provide information on recharges to current and prospective customers through the Tenant and Leaseholder Handbooks, via our website and during the sign up meeting. Full copies of the policy are also available on request.
- 7.3 We will promote the availability of low cost home contents insurance to new and existing customers. Customers will be encouraged to take out household insurance either under a special scheme arranged by us or by making their own arrangements.
- 7.4 We will contact customers with multiple recharges to see if there are any underlying causes for the recharges and if there is anything we can do to help.
- 7.5 We will provide resources to enable customers to gain basic DIY skills so they can undertake certain repairs themselves.

8. Making sure we do what we say...

- 8.1 The Director of Operations has overall responsibility for this policy, but Heads of Service will make sure it is implemented on a day-to-day basis.
- 8.2 All staff are responsible for identifying and processing recharges in accordance with this policy.
- 8.3 We will monitor this policy through a suite of performance indicators including:
- ✓ Number of rechargeable repairs per month (and as a percentage of total repairs)
 - ✓ Number of rechargeable repairs per geographical area
 - ✓ Percentage of repairs recharged (KPI)
 - ✓ Number of missed appointments
 - ✓ Percentage of appointments made and kept (KPI)
 - ✓ Percentage of recharges collected (KPI)
 - ✓ Amount of recharges for current and former customers owed and collected
 - ✓ Recharges outstanding as a percentage of recharges owed (KPI)
- 8.4 Periodic reports will be submitted to the EMT/Community Voice on the attainment of standards in line with our Performance Management framework.

9. Other things to bear in mind...

9.1 Are our:

- ✓ Bad Debt Provisioning and Write Off Policy
- ✓ Domestic Abuse Policy
- ✓ Lettings Policy
- ✓ Income Collection Policy
- ✓ Health and Safety Policy
- ✓ Leaseholder's Handbook
- ✓ Neighbourhood Management Policy
- ✓ Pet Policy
- ✓ Recharge Procedures
- ✓ Maintenance Policy
- ✓ Tenancy Agreement
- ✓ Tenancy Handbook
- ✓ Tenancy Management Policy
- ✓ Value for Money Strategy

9.2 We've also considered the following legislation:

- ✓ [Housing Acts 1988, 1996, 1998 and 2004](#)
- ✓ [Landlord & Tenant Act 1985](#)
- ✓ [Defective Premises Act 1972](#)
- ✓ [Equality Act 2010](#)
- ✓ [Environmental Protection Act 1990](#)
- ✓ Building Regulations

10. We'll look at this again...

10.1 In three year's time, or sooner if anything changes.