

Ongo Homes Recharge Policy

March 2023

Owner: Head of Landlord Services

Version No.	Purpose/Changes	Approval Date	Approved By	Suggested Review Date
V3.0	Health / Compliance check	09/03/2023	Heads of Service	March 2026
V2.0	Health Check	12/09/2019	Senior Management Team	September 2022
V1.0	New Policy	09/09/2009	Resources Committee	September 2011

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1. Our policy is...

- 1.1. To be clear on our approach and what our expectations are in respect of recharges to our tenants and former tenants.
- 1.2. In line with our tenancy agreement, we want to be open and transparent about what and when we will recharge.
- 1.3. To seek to recover the full cost or insurance excess incurred by Ongo and resulting from the deliberate or negligent act of a tenant, tenants household members, visitors or pets.

2. It applies to...

- 2.1. This policy applies to all prospective, former, and current tenants where costs are incurred by Ongo Homes in relation to properties, gardens, garages, sheds and communal areas.
- 2.2. Recharges will normally fall into one or more of the following categories:
 - Works completed by Ongo that are the tenant's own responsibility in accordance with their tenancy agreement
 - Works that arise due to misuse of or damage to the property, garden, garage, shed or communal area by the tenant, household member or visitor (includes cleaning, fly-tipping and graffiti)
 - Works that arise as a result of neglect by the tenant, household member or visitor or where a repair has not been reported
 - Works arising because of unauthorised or inappropriate alterations
 - The cost of missed appointments, court costs, Council Tax costs
- 2.3. This policy does not apply to costs recharged through service charges.

3. Because we want to...

- Set expectations in relation to tenants' responsibilities and behaviours, by promoting a responsible attitude by tenants towards their property and the neighbourhood they live in
- Maximise value for money for our tenants
- Minimise financial loss to Ongo
- Ensure a consistent approach internally to the application of recharges across the business

4. We will...

- 4.1. Generally, we will not complete repairs that are tenants' responsibility as detailed in the Tenancy Agreement. However, all repairs and appointments will be carried out where:
 - there is a health and safety or security risk / implication to the tenants or the property
 - Lack of remedial action would cause further damage

- The damage would be detrimental to the appearance of the neighbourhood
 - Damage caused to a communal or external area
- 4.2 Relevant charges will be applied and recovered after the work has been completed.
- 4.3 Where this happens, we will recharge the costs that have been incurred for repairs made necessary because of damage to the property, garden, communal area, garage or shed or arising in line with the points in 2.2.
- 4.4 In some instances, we will not apply a recharge:
- Where the damage is caused because of domestic abuse and the tenant is **not** the perpetrator
 - Where forced entry has taken place due to concerns about the well-being of the tenant, a member of their household or a visitor
 - Works required are as a direct result of a tenant's illness or disability
 - Vandalism or damage by a third party where a criminal offence has been committed and reported to the police and allocated a crime reference number
- 4.5 There may be other instances where a recharge would not be applied. Service managers have the discretion to assess on a case by case basis and decide how to proceed based on the individual circumstances.
- 4.6 We will recharge the full cost incurred by Ongo, based on the relevant Schedule of Rates codes.
- 4.7 Removal of fly tipping will be based on the actual tipping cost and the labour rate of the staff dealing with the removal.
- 4.8 Recharges, in general, will **not** be applied if the cost is below £75.00 because it costs us more to process the recharge than we recover. However, service managers have discretion to apply a recharge for a lesser amount.
- 4.9 We reserve the right to recharge tenants where a trend is identified with missed appointments or where a missed appointment is detrimental to the health and safety of our tenants or the property. Tenants would be recharged at the rate applicable at the time of application.
- 4.10 VAT will be charged where applicable.
- 4.11 We reserve the right to include the cost of collection where costs are incurred due to non-payment.

- 4.12 If a tenant does not agree with a recharge that has been applied, they can make a complaint following our Complaints Policy and Procedure.

5. Making sure we do what we say...

- 5.1. The Head of Landlord Services has overall responsibility for this policy and is responsible for ensuring it is implemented consistently across Ongo Homes.
- 5.2. KPIs relating to recharge collection and write off are in the balanced scorecard and will be monitored by the Heads of Service team.
- 5.3. A monthly recharge report and summary will be provided to the Head of Landlord Services by the Income team who will, in turn, raise any issues arising with the Heads of Service / Leadership team.

6. Other things to bear in mind...

- 6.1 Are our:
- ✓ Recharge Procedures
 - ✓ Bad Debt Provisioning and Write Off Policy
 - ✓ Income Collection Policy
 - ✓ Neighbourhood Management Policy
 - ✓ Pet Policy
 - ✓ Maintenance Policy
 - ✓ Tenancy Agreement
 - ✓ Tenancy Management Policy
- 6.2 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

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

- 7.1. We will review this policy at least every three years. The policy will be reviewed earlier where any changes (internal or external) occur that impact upon it.