



TENANT RECHARGE POLICY

Introduction

- 1.1 Tenants are responsible for keeping their homes in a reasonable condition in line with their tenancy agreement and the overall aim of this policy is to support the efficient and effective maintenance of CHISEL's housing stock.
- 1.2. Where CHISEL incurs repair costs that are caused by tenants not looking after their homes or by tenants not fulfilling their repairing obligations as outlined within their tenancy agreement, the cost of these remedial repairs will be recovered from the tenant .This is known as a recharge.
- 1.3 The policy will be applied in fair and consistent and manner and will give CHISEL tenants a clear understanding of CHISEL's approach to recharging any costs deemed to be their responsibility.

2. Policy Statement

2.1 CHISEL aims to:

- Support the efficient and effective maintenance of CHISEL's housing stock
- Inform tenants of their responsibilities at tenancy sign up and throughout their tenancy;
- apply recharges in a fair yet transparent manner;
and
- recover wherever possible, all costs associated with recharges.

2.2 **Whilst not an exhaustive list, we will look to recharge the tenant for:-**

2.2.1 **Damage/Repairs to property and fittings:**

- Where the tenant has failed to or refuses to undertake a repair which is their responsibility and CHISEL has decided it is necessary to carry out the repair; or
- Where, in the opinion of CHISEL, the tenant has undertaken a repair but failed to carry out the work to an acceptable standard or the work is unsafe; or
- Where, following a tenant undertaking a home improvement or alteration , CHISEL deems it necessary to undertake remedial work to bring the property back to a satisfactory or safe standard/ return it to its original condition; or
- Where it is necessary for CHISEL to repair any damage caused by wilful abuse (e.g. fist put through a door or wall), or negligence (e.g. a blocked sink due to the build- up of food or cooking fat) which was caused by the tenant themselves, anybody living with them or any invited visitor to their home; or
- Where we have agreed to undertake the repairs on the tenant's behalf (see section 2.5); or

- Where the tenant has caused damage to the communal areas.

For clarity CHISEL will not hold tenant's responsible for remedial works that are required as a result of fair wear and tear or for the replacement of components that have simply come to the end of their shelf life.

CHISEL will also not hold the tenant responsible for remedial repair works which are a result on a criminal act perpetrated against the tenant and where the matter has been reported to the police and there is a crime number.

2.2.2 **Keys:**

- The cost of replacing lost or broken keys (to windows and doors) and key fobs to communal entrances.

2.2.3 **Moving out:**

2.2.3.1 Outstanding matters when the tenant moves out including but not limited to:

- Removal, storage and disposal costs of the tenants' possessions where they have been left in the property after the tenancy has ended.
- Cleaning and clearance costs if the tenant has failed to leave the property (including garden / external space) 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 or work required to return the property back to its original condition following alterations/ "improvements" undertaken by the tenant without CHISEL's written consent.

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 has been dumped or fly tipped and where CHISEL has incurred costs in dealing with this matter;
- Where a vehicle has been abandoned on land or property owned by CHISEL 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 tenants (see our Income Collection and Arrears policy).

2.4 Where the resident has multiple debts with CHISEL, we will ensure the payment of rent or rent arrears takes priority for repayment.

2.5 Under special circumstances where the tenant is vulnerable we may agree to carry out the required works where the tenant is unable to do so.

2.6 Whenever we undertake recharge work we will inform the tenant 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 repairs until the debt is paid, unless CHISEL considers it in its own interests to do so, e.g. the problem is affecting the health and safety of other residents.

2.8 CHISEL may exercise discretion not to recharge the tenant when, in CHISEL's opinion, it is reasonable do so (see section 3.9).

3. Method Statement

3.1 Informing residents of their responsibilities

3.1.1 CHISEL will inform tenants of their responsibilities at tenancy sign up, through the tenant's handbook and via information on our website and within our newsletter.

3.2 Reporting repairs

Where a tenant reports a repair/damage we will firstly assess whose responsibility the repair is. If this is the tenant's responsibility we will advise the tenant of this.

Where a repair is identified by one of our contractors whilst on site as being a rechargeable repair, due to tenant accidental damage, neglect or wilful abuse, the operative will either:-

- Advise the tenant to contact CHISEL's office to discuss the matter
- Give the tenant the option to carry out the repair themselves; or
- If there are a health and safety risk and the tenant unwilling or is unable to complete the repair themselves, the operative will advise the tenant that the repair will be made safe and that the tenant will be recharged.

If the resident elects to undertake the repair themselves, CHISEL may later inspect the work that has been undertaken to ensure it is of an acceptable quality and standard.

3.3 Exceptions where CHISEL will undertake repairs that are the tenant's responsibility.

CHISEL may consider undertaking repair works that are the tenant's responsibility if one of the following exceptions applies:-

- Works are required immediately on the grounds of health and safety;
- The property is empty and has been vacated by the previous tenant ;
- CHISEL has agreed to carry out the repair as the tenant is considered vulnerable.
- CHISEL is not satisfied that the repairs the resident has undertaken are of sufficient quality and standard; and
- CHISEL considers in its opinion that it is in CHISEL's interests to do so e.g. to prevent further damage to CHISEL property.

In these circumstances CHISEL will recharge the tenant where it has carried out a rechargeable repair unless it considers it inappropriate to do so (see section 3.8).

3.4 Consent and Cost

3.4.1. Consent

Where CHISEL agrees to carry out a rechargeable repair it will require the tenant to confirm in writing / by email, agreement to the costs of the works before the works are undertaken.

3.4.2 Cost

Wherever possible, if CHISEL has agreed to undertake the rechargeable repair, we will make it clear to the resident prior to works commencing what the anticipated costs are likely to be, including our 15% administrative charge and then VAT (currently 20%).

3.5 Inspection of Repairs

Where the tenant has undertaken repairs CHISEL may inspect the repair to satisfy itself that the repair was undertaken to both a satisfactory quality and standard and where repairs fail to

meet our standard, CHISEL may carry out required works to bring them up to the standard and will recharge the full costs to the tenant.

3.6 Moving out

To avoid disputes when a tenant is moving out, we will carry out an inspection following receipt of the tenants notice of intention to vacate (tenants are required to give 4 weeks' notice). At this inspection we will take photographs 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 required by the tenant in order to meet this standard. We will visit the tenant on the last day before the tenant vacates and will inspect the property to ensure any work has been undertaken. We will look to recover costs for any tenant repairing responsibilities that have not been addressed.

Once the property has been vacated, if the property including the garden / any balcony areas which form part of the property are not left clear of rubbish and in a clean and tidy condition we will seek to recharge the tenant the cost of any remedial work required including rubbish clearance as indicated in Section 2.2.3 above.

3.7 Court costs

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

3.8 When we may exercise discretion not to recharge

CHISEL recognises that there are circumstances where we may not recharge a tenant 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 is considered vulnerable and we consider it appropriate e.g:-
 - People with mental health issues, learning disabilities.
 - People with physical and sensory impairment.
 - Where exceptional circumstances have potentially made someone vulnerable.
- The family of a tenant who has passed away where the tenant leaves no estate.
- Where a tenant goes into residential care and has no means to pay.
- Where a tenant has been a victim of a serious crime and who has reported the crime to the police, obtained a crime reference number or valid supporting evidence from the police.
- Where the tenant has been identified as vulnerable and the damaged caused is a result of their vulnerability.

Any agreement not to recharge will be made by CHISEL's Operations Manager or MD and will be recorded in writing and reported as part of the monitoring set out below .

3.9 Payment

CHISEL will expect payment including any administrative charges in full as soon as the recharge bill is sent to the tenant. Where this is not possible, because the tenant is in receipt of welfare benefits, we will consider reasonable scheduled payment options.

3.10 Complaints

Where the tenant has a complaint on the delivery / application of this policy they may make a complaint through CHISEL's complaints policy.

4. Monitoring the policy

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