

Cornwall Rural Housing Association Limited

Recharge Policy

1 Introduction

At Cornwall Rural Housing Association Limited (CRHA) our customers are at the heart of what we do, and we take a “customer first” approach. Alongside our vision and values, it is important for CRHA to ensure a fair, transparent and consistent approach to recharges, while promoting accountability and responsible use of homes and communal areas.

2 Aim

- 2.1 The aim of this policy is to ensure that CRHA operates a fair, consistent, and transparent approach to recharging our customers for repair and maintenance work which they are responsible for, whilst ensuring that the process is operationally efficient and effective.
- 2.2 Recharges arise when CRHA undertakes a repair but charges the cost to the customer. Recharges may arise during a tenancy (e.g. a customer has locked themselves out and asks CRHA to force entry) or when a tenancy ends and a pre-void inspection identifies repairs to the property which are the responsibility of the tenant.
- 2.3 CRHA aims to encourage its customers to take responsibility for keeping their homes in a good state of repair, in addition we need to ensure that CRHA’s resources are focused on repairs caused by genuine wear and tear.
- 2.4 There are a number of repairs which must be undertaken and are outside the scope of the Tenancy Agreement. These types of repairs are usually because of a customer mishap, misuse, neglect, willful damage, or carelessness, caused by the customer themselves, family, pets or visitors to their home. These repairs cannot be attributed to wear and tear or component failure, and we expect customers to pay for these repairs in full or, alternatively, the customer may carry out the repair themselves with the necessary assurances provided to CRHA that the repair has been completed to a high standard.

3 Legal Framework

- 3.1 CRHA’s Assured Tenancy Agreements clearly set out in a number of clauses the legal framework of this policy:-

Outgoings	(3)	To meet all outgoing applying to the premises for which the customer is responsible, including water charges and electric and other costs whether prepaid or billed.
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Internal decoration	(9)	To keep the interior of the premises in good and clean condition and to decorate all internal parts of the premises as often as is necessary. To keep them in good decorative order.
Damage	(10)	To make good any damage to the premises, or the Association's fixtures and fittings, or to the common parts caused by the customer or any member of the customers household or any visitor to the premises, fair wear and tear excepted, and to pay any costs reasonably incurred by the Association in carrying out such works in default.

3.2 Our customers will be recharged for repairing any damage caused wilfully, accidentally or negligently by themselves, anyone living with a customer or any visitor to their home. The following examples are items which CRHA may recharge:

- Repairs due to damage, abuse and/or neglect, including the costs following an eviction.
- Work that may be required when a customer moves out of their home in order to bring it up to an acceptable standard for a new customer.
- Court costs, injunctions and legal fees incurred by CRHA.
- Costs incurred by CRHA through customer missed appointments, where this is due to the customer not giving access or not being available at the time of an agreed appointment.
- Costs for removing rubbish, including abandoned vehicles.
- Costs for removing, storing and disposing of household contents.
- Costs to remove graffiti and rectifying wilful damage.
- Any other costs, or customer responsible items, as defined under the terms of the Assured Non-Shorthold Tenancy and the Assured Shorthold Fixed Term Tenancy.

3.3 CRHA will replace or repair any components that pose an immediate risk to health and safety, where a customer has interfered with or damaged fixtures and fittings or the property itself. The following examples are items which CRHA may recharge:

- Gas/electricity faults due to interference.
- Flooding and any resultant damp and mould growth.
- Insecure doors or windows.
- Structural faults, trip hazards or dangerous protuberances, which could lead to a personal injury.

4 Equality, Diversity & Inclusion

4.1 CRHA operate a repairs service which is fair and accessible to all. Discretion will be exercised, and a recharge could be waived in part or full, and account will be taken of each customer's circumstances. The recharge policy should be applied sensitively, taking the following factors into account.

- Age/Understanding.
- Health.
- Disability (including mental health).
- Financial capability.
- Arrears levels.
- Evidence of previous rechargeable repairs.

5 Recharge Collection

5.1 CRHA will adhere to the recharge procedure and recover from the customer/s (or former tenants) the costs of any invoice where it has been established that the work is rechargeable.

5.2 CRHA have the discretion to negotiate payment terms in cases of severe hardship. The customer will be offered a variety of payment methods to repay the total costs including instalment options and this will be co-ordinated by the Tenancy Management Officer.

6 Challenging decisions to recharge

6.1 If a customer disputes the decision to recharge, then they can appeal to the Head of Homes and Customers upon receipt of the invoice. Each case will be assessed on its own merit and discretion may be exercised, depending on the circumstances affecting each individual case.

6.2 If the customer is still not happy with the outcome of the decision, they can make a formal complaint, and this will go through CRHA's complaint process.

7 Non-Payment Actions

7.1 CRHA reserves the right to enforce the tenancy conditions if the customer fails to pay the debt in full as agreed. If necessary, CRHA will take legal action to achieve payment.

7.2 CRHA reserve the right, where there is an outstanding debt to:

- Refuse a transfer or mutual exchange.
- Refuse to provide a reference for another landlord or declare a debit in any reference provided.

8 Review

8.1 The policy will be reviewed every 3 years or more frequently if required.

Date Reviewed	Changes to the policy	Date to be Reviewed	Approved By	Author
July 26	The policy has been reviewed with the following changes: New CRHA logo added. Where required 'tenant' changed to 'customer' and 'property' changed to 'home' – this is to achieve consistent language. Introduction reworded • 7.2 Deleted – 'Refuse non-essential planned maintenance and/or improvement works, where there is an outstanding debt'.	July 29	Executive	SA