

Policy: Recharge Policy

Approved by: Leadership Group

**Date
Approved:** 8th February 2022

**Frequency of
review:** every 3 years

POLICY STATEMENT:

We aim to provide, high quality, value for money services that makes the best use of available resources. To achieve this aim, BHA will seek to recharge and recover any associated costs incurred outside of our accepted area of responsibility.

This Policy sets out BHA's position on rechargeable costs for existing tenants, former tenants and leaseholders.

This policy has been developed to ensure BHG complies with current legislation, regulatory expectations and good practice, and will be subject to ongoing review.

Policies apply to all legal entities within BHG unless stated otherwise.

SCOPE:

This policy relates to all recharges associated with a tenancy, lease, or license agreement. It applies to all properties owned or managed by BHG and associated communal areas.

This policy is applicable to all current and former tenants, leaseholders, and licence holders of Broadland Housing Association, where there is a liability of payment following incurred costs which are outside of our accepted area of responsibility.

BHG Recharge Procedure give a detailed account of how this Policy will be implemented.

KEY STAFF RESPONSIBILITIES:

Senior management

The Management Team are responsible for ensuring that policies and procedures are followed by all concerned.

Staff

Employees are responsible for ensuring they are fully aware and adhere to the terms set out in the policy. This policy will mainly be used by Customer Services, Income Team, Local Delivery Teams, and the Finance Transaction Team.

DEFINITIONS:

- BHG – Broadland Housing Group
- BHA – Broadland Housing Association
- H&S – Health & Safety
- EIA – Equality Impact Assessment
- Recharge – Where BHG have incurred costs for work or services that fall outside of our accepted area of responsibility as listed below:
 - The tenancy agreement defines the Tenant(s) responsibilities and the obligations of the Landlord.
 - The licence agreement defines the Licence Holder(s) responsibilities and the obligations of the Landlord.
 - The terms of the lease defines the Leaseholder(s) responsibilities and the obligations of the Landlord.
- Customer – any current or former Tenant(s)/Licencee(s)/Leaseholder(s), who is also responsible for the actions of any visitors to their address.
- Supplier – A company responsible for carrying out work or providing services to BHG

RELVANT KEY LEGISLATION AND RELATED DOCUMENTS: (not limited to)

Legislation	Documents
Housing Act 1985 Housing Act 1988 The Equality Act 2010 Anti-social Behaviour, Crime and Policing Act 2014	Recharge Procedure Responsive Repairs & Voids Policy Income Collection Policy Antisocial Behaviour Policy Hoarding Policy List of Repair Categories Home repairs - who is responsible leaflet. Alteration Form

EQUALITY IMPACT ASSESSMENT:

This policy has had an Equality Impact Assessment (EIA) that has identified that this policy does not discriminate either directly or indirectly and does not disadvantage any individual or group.

DATA PROTECTION

Privacy Impact Assessment should be completed for all new policies or policy revisions which include any use of personal data (this will be the majority). The PIA form can be found in the Data Protection bucket of the Forms and Information Centre on SharePoint - <https://broadlandgroup.sharepoint.com/Forms/SitePages/Home.aspx>

This policy (and associated procedures) does not involve the use of any personal data and so a Privacy Impact Assessment (PIA) has not been undertaken.

Please refer to the Tenant and Employee Privacy Notices, and the Data Protection Policy and Procedures, for details on Broadland's use, security, sharing and retention of personal data.

IMPORTANT PRINCIPLES:

We reserve the right to recharge for all work or services provided that fall outside of our accepted area of responsibility.

We may recharge a Supplier to recover costs for work we've completed, or services we've provided on their behalf.

Rechargeable Repairs/Maintenance

The below list, although not exhaustive, are examples when we will recharge in relation to repairs or maintenance:

- Wilful damage or neglect to BHA property by a Customer or visitor to their address or communal area.
- Items that become defective that are not due to wear and tear.
- The repair is considered minor and the responsibility of the Customer.
- Removal of items left in communal areas.
- Removal of items or clearance within a home for a Customer.
- Removal of items or clearance within a property & surrounding area after a tenancy/licence/lease has come to an end, which includes any storage and disposal costs.
- Abuse of our emergency out of hours service e.g. when the repair required does not meet the criteria of an emergency repair but has been reported as such.
- Repairing something that is a tenant's responsibility (eg. Lost keys).

Our 'Home repairs - who is responsible?' leaflet gives more detail about responsibilities.

We will evidence any work carried out by taking photographs before and after completion.

Rechargeable Legal Costs

Court application fees and proceeding legal costs incurred to BHA will be recharged to the Tenant(s)/Licencee(s)/Leaseholder(s). Examples of when this may apply.

- Possession claims.
- Gaining access to carry out a gas service or electrical inspection.
- Court fees associated with any other breach of agreement.

Missed/Failed appointments

We may seek to recharge for costs incurred for missed or failed appointments, where the Customer has confirmed their attendance and we have attended at the agreed time.

Where there has been 2 or more missed appointments within the preceding 12 months of the latest appointment, the cost will be £25.00 per missed appointment.

Permissions/Alterations

Where a Customer has completed modifications or work to our property without the appropriate consent, we may charge £25.00 for each inspection to ensure the property has been returned to its original condition.

We will recharge for making good any alterations carried out by the tenant where approval hasn't been authorised to carry out such works or has resulted in damage to the property.

Where work has been completed without our consent and we instruct to revert back to its original condition, we will take photographic evidence before and after work is completed.

Recharge Exemptions

It may not always be appropriate or viable for BHA to undertake recharging a customer. The following list, although not exhaustive, details where we may waive the charges:

- A recharge has been identified but it is suspected as a result of criminal activity, we will not seek to recharge the Customer if a crime number has been provided.
- A Customer has been responsible for a crime which has resulted in a recharge, we will seek to recover through the Criminal Justice System if appropriate, and failing that, through our Recharge Procedure.
- The person responsible for the rechargeable costs may be vulnerable and due to their vulnerability the recharge has been incurred.
- A recharge has been incurred as a result of a protected characteristic as per The Equality Act 2010.
- A recharge has been incurred due to a medical incident.
- Damage is criminal, caused either by an unknown person or in situations of domestic abuse.
- The Customer has passed away in exceptional circumstances.

Determining the cost of a recharge

The cost of a recharge is determined in the Recharge Procedure.

Disputing a Recharge

Every recharge can be disputed and is detailed how to in the Recharge Procedure.

Paying the recharge

We will always aim to receive payment up front for a recharge but recognise this cannot be achieved for retrospective charges.

Where the recharge relates to damage cause by a Customer, we will not carry out the work until payment has been received, unless in the following circumstances:

- Repairs that fall under our Emergency or Urgent category.
- Health and Safety risks are posed
- The customer has vacated the property
- Where work is required to prevent further damage to our property.

Broadland Housing Group will only share personal data in accordance with the requirements of the GDPR/ Data Protection Act 2018. We will abide by the laws and regulations in relation to the right to confidentiality, data sharing and disclosure rules in the Act and in relation to any Civil and/or Criminal disclosure legal requirements. _

Broadland Housing Group will inform individuals of the identity of other parties to whom we may disclose, or to whom we may be required to provide, personal data; the circumstances in which this may happen, and when any exceptions to this rule may apply.

Please refer to the Data Protection Policy. This will inform you about BHG's approach to securing your data, the appropriate use of data, how long we store and retain your data, and your rights regarding your data.