

# Property Services

## Policies & Procedures



## Recharge Policy

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| <b>1.</b> | <b>Policy objective</b>                                                                                                                                                                                                                                                                                                   |
| 1.1       | A key objective for Watford Community Housing (WCH) and its subsidiaries and joint ventures (the Group) is to achieve demonstrable value for money. During consultation, our members set a priority on reinforcing customer responsibilities and directing our resources for the benefit of all.                          |
| 1.2       | This Policy sets out how WCH will recharge the cost of work which is the customer's responsibility, or which has resulted from a customer's failure to comply with their Tenancy Agreement. This Policy also acts as a preventive tool to ensure WCH achieve value for money and are not put at a financial disadvantage. |
| <b>2.</b> | <b>Legislative, Regulatory &amp; Contractual requirements</b>                                                                                                                                                                                                                                                             |
| 2.1       | <b>Regulatory requirements</b>                                                                                                                                                                                                                                                                                            |
| 2.1.1     | Regulatory Code:<br>Regulator of Social Housing Home Standard (2015):<br>(para 2.2): 'Registered providers shall ensure a prudent, planned approach to repairs and maintenance of homes and communal areas. This should demonstrate value for money'.                                                                     |
| 2.1.2     | Regulator of Social Housing Value for Money Standard (2018):<br>(para 1.1(d)): 'Registered providers must ensure that optimal benefit is derived from resources and assets and optimise economy, effectiveness and efficiency in the delivery of their strategic objectives'.                                             |
| 2.1.3     | (para 2.1(a)): 'Registered providers must demonstrate a robust approach to delivering value for money and consideration of value for money across their whole business'.                                                                                                                                                  |
| 2.2       | <b>Contractual Requirements</b><br>Details of what can and cannot be charged can be located in a customer's individual Tenancy Agreement or Lease for the property. These can be found on the customer's file.                                                                                                            |
| <b>3.</b> | <b>Scope and definitions</b>                                                                                                                                                                                                                                                                                              |
| 3.1       | <b>Scope</b>                                                                                                                                                                                                                                                                                                              |
| 3.1.1     | This Policy applies to the Watford Community Housing Group, including its subsidiary and joint venture companies and staff.                                                                                                                                                                                               |
| 3.2       | <b>Definitions</b>                                                                                                                                                                                                                                                                                                        |

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| 3.2.1     | Where ' <b>customer</b> ' is used in this Policy, this term will refer to all WCH customers across all tenure types, and any other household members within the property as well as visitors to the property.                                                                                                                                                                                                                                                                                |
| 3.2.2     | <b>Rechargeable works</b> are necessary works that cannot be attributed to fair wear and tear. There are three main types of rechargeable works:                                                                                                                                                                                                                                                                                                                                             |
| 3.2.2.1   | <b>Imposed</b> - where the customer or former customer, members of the household, their pets or visitors' actions have: <ul style="list-style-type: none"> <li>• Caused damage to the property or to an adjoining property which poses a health and safety risk;</li> <li>• Carried out detrimental alterations without seeking our written consent as the landlord; or</li> <li>• Have caused the need for the removal of rubbish or abandoned belongings.</li> </ul>                       |
| 3.2.2.2   | <b>Agreed</b> - works that the customer has requested and paid for prior to work commencing.                                                                                                                                                                                                                                                                                                                                                                                                 |
| 3.2.2.3   | <b>Police Action</b> - works arising where forced entry has taken place, resulting in damage to the property.                                                                                                                                                                                                                                                                                                                                                                                |
| <b>4.</b> | <b>Policy statement</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                      |
| 4.1       | <b>General Repairs</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 4.1.1     | Where <b>rechargeable repairs</b> are identified, a member of the Property Services Team will inform the customer in advance that the work is rechargeable and will require payment in full prior to undertaking the works. WCH will recharge the cost of any callout and works required where it is found that the customer's own device/equipment (e.g. electrical appliances) has caused the issue, or the customer's actions have led to the repair being required (e.g. blocked drain). |
| 4.2       | <b>Out of Hours Emergencies</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                              |
| 4.2.1     | Customers will be recharged the actual cost incurred for misuse of our out of hour's emergency service where there are no mitigating circumstances.                                                                                                                                                                                                                                                                                                                                          |
| 4.3       | <b>Void Properties</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 4.3.1     | Customers will be recharged where a pre-termination visit, or void inspection (after vacating) identifies: <ul style="list-style-type: none"> <li>• Damage caused by deliberate action or neglect by customer, household members, pets or visitors to their home;</li> <li>• Unauthorised, unsafe, or defective alterations; or</li> <li>• Failure to clear the property of all furniture, belongings, and rubbish.</li> </ul>                                                               |
| 4.4       | <b>Tenant Alterations</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                    |
| 4.4.1     | Where a customer has carried out alterations without WCH's written consent or where retrospective permission has been refused, the customer will be advised to reinstate the property to its former condition within a set period of time and to our satisfaction.                                                                                                                                                                                                                           |
| 4.4.2     | Failure to reinstate the property will be regarded as a breach of the Tenancy Agreement and action taken against the customer would also result in a recharge to reinstate the property to its original condition. Further details can be found in the Tenant Alterations Policy & Procedure on Grapevine.                                                                                                                                                                                   |

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| 4.5   | <b>Missed Appointments and Lack of Access</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 4.5.1 | Customers will be charged for failing to keep repairs and gas service appointments, where customers fail to make contact to cancel with reasonable notice or where there are no mitigating circumstances. Customers will be advised of the circumstances where such charges will be applied in relevant appointment letters. Charges will be in accordance with rates agreed through customer consultation. Costs for missed appointments are in line with those stated in the Compensation Policy. |
| 4.5.2 | We will charge all legal costs relating to gas servicing that are incurred due to lack of access provided by the customer. Reference should be made with the Gas Access Procedure found on Grapevine.                                                                                                                                                                                                                                                                                               |
| 4.5.3 | The costs of materials will be recharged in the case of refusal of planned works after materials have been ordered and agreed.                                                                                                                                                                                                                                                                                                                                                                      |
| 4.6   | <b>Leaseholders</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                 |
| 4.6.1 | Leaseholders will be re-charged where appropriate under the terms of their lease.                                                                                                                                                                                                                                                                                                                                                                                                                   |
| 4.7   | <b>Communal Areas</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                               |
| 4.7.1 | Tenants who fail to adhere to the terms of their Tenancy Agreement or Lease will be recharged any costs incurred to WCH. This may include removal or cleaning costs. Further guidance can be seen within the Management of Communal Areas Procedure.                                                                                                                                                                                                                                                |
| 4.8   | <b>Situations requiring sensitivity</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                             |
| 4.8.1 | Cases involving vulnerable customers, or other mitigating circumstances will be reviewed prior to recharging. We may seek partial recovery of costs in these instances from the customer. Please refer to the Vulnerable Customers Policy & Procedure for guidance.                                                                                                                                                                                                                                 |
| 4.9   | <b>Calculation of Recharges</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                     |
| 4.9.1 | All recharges will be recorded on the relevant balance sheet.                                                                                                                                                                                                                                                                                                                                                                                                                                       |
| 4.9.2 | Where an <b>Agreed</b> recharge is being applied, the Repairs service will provide the customer with a verbal quote based on the NHF Schedule of Rates. This will be followed by written confirmation. Customers should make payment in line with the estimated rate prior to work commencing. The customer must sign and return the Rechargeable Works Request Form which is viewed as an agreement to repay the cost of the works.                                                                |
| 4.9.3 | Where an <b>Imposed</b> recharge is applied, we will seek to recover all the incurred costs. Recharges that are incurred during an Out of Hours call will be charged at £50 per call.                                                                                                                                                                                                                                                                                                               |
| 4.9.4 | Where a Police Action Recharge takes place and a third party is used by Herts Police, the costs incurred by WCH will be passed directly to the customer in line with guidance set out in 3.2.2.3 above. If the damage is rectified by WCH, the costs will be calculated using the method for an Agreed recharge as per section 4.9.1 above. A 10% administration fee will be applied to all recharges.                                                                                              |



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|  | Policy 'owner': Assistant Director of Property Services |