

Recharges Policy

POLICY STATEMENT

Spitalfields Housing Association Limited is committed to maintaining our homes and providing services that represent value for money. As such, we have a duty to ensure that our maintenance service is targeted at legitimate repairs.

The Recharge Policy will contribute towards the efficient and effective management and maintenance of our housing stock. The policy will ensure that there is a consistent and transparent approach to recharges, so ensuring the fair treatment of all our tenants

SCOPE

This policy applies to both current and former tenants. It applies to all properties owned and managed by Spitalfields Housing Association, including their associated communal areas.

The policy does not apply to leasehold properties (including shared ownership properties) where the leaseholder is normally responsible for all repairs (except repairs to the structure).

KEY POLICY PRINCIPLES

We will recharge tenants who have made repair requests outside of Spitalfields Housing Association's repair policy or through their own action or inaction have necessitated a chargeable repair or service to their property or communal area. These instances include but are not limited to the following circumstances:

- if we carry out a repair which is the tenant's responsibility, as defined in the tenancy agreement and our Repairs Policy
- if damage is caused by the tenant, another household member or a visitor (whether deliberate, accidental or through negligence)
- where the tenant reports a repair as an emergency, which subsequently turns out not to be a genuine emergency as defined in our Responsive Repairs Policy

- where an outgoing tenant has not left the property in the condition expected by the Association. This includes failing to clear the property and/or garden of possessions or rubbish
- if a tenant has not kept an agreed appointment with one of the Association's contractors, who subsequently makes a charge for the abortive call
- if we are required to rectify work or repairs the tenant has carried out, which are not to the required standard or where our prior permission has not been sought
- where we incur costs in gaining access to our property, for example, to undertake important safety checks.

We will:

- notify the tenant as soon as we become aware there may be a recharge, even if we do not know the amount of the recharge at the time of notification
- levy an appropriate administration charge in addition to the cost of the rechargeable work
- consider passing the debt to a debt collection agency, in the case of former tenants, where we have been unable to collect the recharge debt or to locate the tenant
- ensure that all tenants are made aware of their responsibilities when they sign a tenancy agreement
- encourage tenants to have contents insurance to cover accidental damage to their personal possessions
- provide appropriate training to ensure relevant staff have up-to-date knowledge of our policy, relevant legislation and best practice
- seek to raise awareness amongst tenants of the circumstances in which we will make a recharge (e.g. via the website and newsletter articles)
- allow any tenant, who wishes to challenge a recharge, or who is dissatisfied with our handling of the case, to make a complaint in accordance with our Complaints Policy and Procedure. A tenant who wishes to challenge a recharge may do so within 28 days of receiving the initial invoice. The challenge will be considered by a member of the Leadership Team who has not been involved in making the original decision
- consider each case on its merits, including consideration of any vulnerability issues (see section 7 below).

EQUALITY, DIVERSITY, INCLUSION & VULNERABILITY IMPLICATIONS

With regard to recharges, we will consider every case on its merits. Circumstances where we may decide to waive the recharge include, but are not limited to:

- where there has been criminal damage to our property, evidenced by a police incident report, but the damage was caused by persons unknown or in a situation of domestic abuse or harassment
- where damage is found following the end of a tenancy and it is considered inappropriate to pursue the former tenant or their next of kin for the charges. Examples include where residents have been moved into hospital or residential care. Where a resident has died, we may seek to recover any costs from the deceased's estate.
- instances where the customer has significant vulnerability issues, such as a lack of mental capacity.

LEGAL & REGULATORY FRAMEWORK

The rights and obligations of our customers are set out in the following:

- **Tenancy Agreement, Lease Agreement, Parking/ Bike Shed Agreement**

The individual agreement will specify the responsibility of both Spitalfields Housing Association and the customer for repairs to the property.

- **Housing Act 1985**

The Act introduced the secure tenancy regime for social housing tenants and defined how secure tenancies can be let, managed and terminated (including prescribed forms and grounds for possession)

- **Housing Act 1988**

The Act introduced the assured (including the assured shorthold) tenancy regime and defined how assured tenancies can be let, managed and terminated (including prescribed forms and grounds for possession).

- **The Equality Act 2010**

The Act prohibits discrimination, harassment or victimisation based on the protected characteristics: Age; Disability; Gender reassignment; Marriage and civil partnership; Pregnancy and maternity; Race; Religion or belief; Sex; Sexual orientation.

- **Anti-social Behaviour, Crime and Policing Act 2014**

The Act introduced new grounds for possession for secure and assured tenancies, including mandatory ASB grounds for possession.