

**ISLINGTON & SHOREDITCH HOUSING ASSOCIATION**

**SUBJECT: Tenant Recharge Policy**

**1. Introduction**

1.1. SHA aims to deliver a effective and efficient repair service that makes the best use of available resources. ISHA has a duty to delver a fair and equable service to all its tenants and residents. ISHA is not responsible for repairing damage which is not fair wear and tear and has occurred through neglect, or wilful damage by the tenant, other residents, or visitors. The tenant also has a responsibility carry out minor repairs such as renewing toilet seats, unblocking wastes, re washing taps etc. Appendix 1 Tenants Responsibilities.

1.2. ISHA will implement a consistent and transparent approach to recharging tenants to manage its funds effectively and ensure that tenants who maintain their homes do not subsidise those who are less responsible. ISHA will also provide a service on a recharge basis for tenants and residents who are unable to arrange for their own minor repairs which fall within their responsibility. The repairs will be recharged on a set cost and include a 20% administration charge and VAT. The schedule of costs appendix 2, show standard costs for items which may be recharged.

1.3. ISHA will not carry out minor repairs which are not the responsibility of ISHA, or are caused by tenant damage, unless the tenant pays the full cost of the repair in advance. The exception to this rule is where the failure to complete the repair will or may result in a health and safety risk

for the tenant, other residents or a member of the public. In these cases the repair will be completed by ISHA and the invoice sent to the tenant on completion of the repair.

## **2. Rechargeable Repairs**

2.1. A rechargeable repair is any repair which is;

- Not the landlords responsibility and is included in the list set out below under 'tenants responsibility' in Appendix 1. (tenants handbook)
- Is only necessary solely or primarily because the tenant, a member of their household or invited visitor has deliberately caused damage to the property or the repair is needed because of the tenants neglect.

2.2. A repair is not rechargeable, if it is the landlords responsibility or is **necessary through fair wear and tear.**

2.3. If a repair is considered to be rechargeable e.g broken door to kitchen unit and the tenant is charged and subsequently the kitchen is assessed by the contractor or surveyor as in poor condition due to age and the 'damage' was a result of fair wear and tear, the full cost of the charge will be refunded to the customer within 10 working days.

2.4. Where a void is left in a poor condition due to tenant neglect or abuse, and, or the property is left in such a state that a clear out of household goods or garden clearance is required then the work will be carried out and costs recharged to the tenant after the work is completed. In these cases the full costs of the works plus administration costs will be recharged.

2.5. The evidence that the repair is rechargeable should be documented in UH and where appropriate with photographic evidence taken by the contractor or surveyor.

2.6. Evidence may include;

- The nature of the repair requested. Some repairs are always rechargeable as they are the tenants responsibility e.g lost keys
- In some cases the responsibility for repair will be assessed by the repairs desk e.g. unblocking a wash hand basin where the blockage is local to the wash hand basin and there is no evidence of further blockages in the waste or drainage, will be assessed through questions to the tenant before ordering the repair.
- Absence of any reasonable alternative explanation- damage to several fittings or systematic neglect.
- The opinion and report including photographic evidence where appropriate of the contractor – eg. DIY to electrical installation.
- The opinion and report including photographic evidence where appropriate of the surveyor.
- Police evidence, CCTV footage.

### **3. Payment and Costs**

3.1. Where possible the tenant will be given a set cost from 'schedule of costs' Appendix 2. This cost will be based on a typical schedule of rates cost for the item plus the current contractual uplift, and 20% administration charge and VAT.

3.2. The costs for typical recharge items are set out in the 'schedule of costs' Appendix 2..

3.3. When the actual invoiced costs differ from the set typical costs for a repair there will be no adjustment to the charge made to the customer.

3.4. The Service delivery team will advise the tenant of the set cost, timescale of the repair and contractor who will carry out the work.

- 3.5. Prior to issuing the order the Service Delivery team will refer the customer to rent collection officer to make a card payment. The tenant will be given a payment reference no. Once payment and reference number has been confirmed the repair order will be issued. The payment reference number will be entered on the repair order.
- 3.6. If the tenant is unable to pay over the phone by card then the repair will be delayed until payment is received.
- 3.7. If there is a risk to the health and safety of the tenant, family, visitors, neighbours or members of the public then the repair may be carried out prior to receiving payments.
- 3.8. ISHA will take all appropriate action to recover unpaid debts including taking legal action in the county court.
- 3.9. The standard costs will be increased on an annual basis in line with RPI

#### **4. Policy review**

- 4.1. This policy will be reviewed on an annual basis to ensure that it is fit for purpose and to agree any amendments as appropriate