



RECHARGE POLICY

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1. Policy

- 1.1 The aim of this policy is to ensure that Ekaya Housing Association (Ekaya) recovers the legitimate costs it incurs as a result of carrying out repairs and maintenance work that is the tenants' responsibility, or where Ekaya incurs costs as a result of a tenant failing to do something or preventing damage from occurring.
- 1.2 Ekaya will ensure that as far as is possible, all monies due in respect of any work or repairs deemed as rechargeable and payable by the tenant, missed appointments, or charges for packing, storing or disposing of possessions, are collected within agreed timescales and tenants are offered an appropriate method of paying the charges due.
- 1.3 Ekaya will adopt a firm but fair approach in recovering money owed. Ekaya will explain clearly to tenants what their obligations to pay recharges are, the amount that needs to be paid and the payment options available.

2. Scope

- 2.1 This Policy covers all tenants of Ekaya.
- 2.2 Ekaya will occasionally need to charge a tenant or other chargeable party for repairs it undertakes due to damage caused by the tenant, household member, visitor to the tenant's property or other party. Parties that could be recharged are:
 - current tenants
 - former tenant
 - shared owners
 - the Police
 - tenants/shared owners if damage has been caused by their sub-tenant, lodger, visitor or any other occupant
 - where Ekaya agrees to complete work which is the tenant's responsibility at the request of the tenant

3. Application

- 3.1 Ekaya will recharge and attempt to recover the costs for work it carries out or incurs charges that are not Ekaya's responsibility, or where a cost is incurred as a result of a tenant failing to do something or prevent damage from occurring. For example:
 - Repairing damage to a property or making good things that are the tenant's responsibility
 - Repairing damage to a home, communal areas, fixtures and fittings where Ekaya can prove the damage was caused by the tenant, a member of the tenant's household or a visitor to the property
 - Repairing damage done by the police

- Recharging tenants for missed emergency call outs and repairs appointments booked with the tenant, where the contractor has charged Ekaya
 - Taking inventories, packing, storing and disposing of tenants' possessions left in a property following termination of a tenancy or decanting
- 3.2 Where possible, Ekaya will advise the chargeable party in advance when a recharge is likely to occur and give them the opportunity to put things right. For example where someone has given notice to end their tenancy and the pre-termination inspection has noted works that at the tenant's responsibility, the tenant will be advised what needs to be done to remedy the issue. If things are put right to an acceptable standard before the tenancy is terminated, then no recharge would be made.
- 3.3 Where Ekaya agrees to carry out work that is beyond the requirements of the Tenancy Agreement or current policy the cost of the work will be recharged and the work would normally only be completed once all monies due are paid to Ekaya. This can be varied where the works are urgent and essential and insisting on full payment in advance would cause hardship to the tenant and where this is varied, a repayment plan will be agreed and signed by the tenant before works commence.
- 3.4 A tenant may be recharged for any of the following work for which Ekaya is not responsible, including but not limited to:
- Replacement and fitting of light bulbs
 - Replacement plugs and chains on sinks, baths and basins
 - Replacement of toilet seats, pulls and chains
 - Fitting of blinds, curtain tracks, coat rails and shelving
 - Decoration of inside of the home including the filling of small cracks in walls and ceilings
 - Installation of extra security locks
 - Replacement of lost keys
 - Changing locks and repairing associated damage after a person has locked themselves out
 - Adjusting internal doors so they open and close over fitted carpets
 - Repair/unblock blocked flush toilet/sink/bath/wash hand basin (if damage is not due to tenant misuse this will be Ekaya's responsibility)
 - Replacing door handles, latches, letter boxes and door knockers
 - Repair of damage caused by a tenant, family member or guest
 - Excessive and incorrect use of the emergency service, amounting to abuse
 - Bees / wasps nests: resident must contact their Environmental Health Office
 - Any other pests (mice, rats, ants, cockroaches etc) if they only exist in one home due to neglect
 - Repair internal doors, handles & latches (if the damage has not been caused by the tenant this will be Ekaya's responsibility)

Circumstances in which works give rise to a recharge also include:

- Where the health and safety of tenants or others is at risk
- A property has been vacated and left in poor condition
- Ekaya's fixtures and fittings in a property have been changed or modified by the tenant and costs are incurred to remove and restore the original fittings
- Situations where the repair is necessary to avoid further damage to the property or other properties
- The tenant has carried out alternations to the property without Ekaya's permission

3.5 When a tenant requests a repair which may be rechargeable, they will be advised of this and the approximate cost they may incur at the time of the call and asked if they wish to proceed with booking the repair. This will be recorded on the tenant's file by Ekaya staff and the contractor will be asked to determine if the repair is rechargeable. If the repair proves to be rechargeable the tenant will be advised of this in writing and asked to pay the costs.

3.6 Ekaya will recharge the actual costs it has incurred and will add a management fee of 15% to this figure to cover its administration costs and where applicable add VAT.

4. Support

4.1 Ekaya will offer to carry out any of the repairs listed in point 3.4 above if a tenant requires extra support due to one of the following circumstances:

- they are over 65 years of age
- they have identified support needs
- they have a disability or a long term illness
- they have a child under 6 months of age
- customers living in supported housing

4.2 Need will be determined by a tenant's circumstances. Tenants will be advised of the minimum cost of this service before any work is carried out. Work will normally need to be paid for in full before the work is completed. Ekaya will not offer this option to customers who are in rent arrears or who have breached their tenancy conditions.

5. Payment Options

5.1 Where a recharge is made, this will be communicated in writing to the tenant or chargeable party setting out the amount of the charge and how the charge can be paid.

5.2 Where a recharge is made to a current tenant, this will be added to a sub account of the tenant's rent account.

5.3 Payment for chargeable repairs will usually be sought in full before works commence. In exceptional circumstances Ekaya may agree to accept

payments in instalments. Where it does so, the costs of works will be added to a sub account of the tenant's rent account. Instalments will be collected on a sliding scale as follows:

- Tenant in receipt of full Housing Benefit/Universal Credit rent element: minimum instalment of £5.00 per week
- Tenant in receipt of partial Housing Benefit/Universal Credit rent element: minimum instalment of £7.00 per week
- Tenant not in receipt of Housing Benefit/Universal Credit: minimum instalment of £12.00 per week

5.4 In cases of non-payment, Ekaya may decide to apply to the county court for a money judgment to be registered against a tenant. This will allow Ekaya to recover the money owed. A money judgment may make it difficult for a person to get credit in the future. Tenants or other chargeable parties are advised to contact Ekaya immediately if they are having trouble keeping to the terms of a repayment agreement so that a more manageable agreement can be arranged.

6. Appeals

6.1 Any tenant wishing to appeal about any aspect of the recharge process can lodge a formal complaint in accordance with Ekaya's Complaints Policy.

7. Responsibility

7.1 The Interim Director of Operations is responsible for the effective implementation of this policy.

8. Monitoring and review

8.1 Ekaya will monitor the volume and frequency of tenant recharges and report on the volume and impact of the policy to Senior Management and the Policy & Performance Committee. The policy will be reviewed every three years or sooner subject to changes in legislation.

9. Policy Approval

Approval Date:	November 2023
Approved By:	Policy & Performance Committee
Policy Owner:	Interim Director of Operations
Consultation Completed:	November 2023
Next Review Date:	November 2026