

## Recharge Policy

### Purpose

This policy details Bushbury Hill's approach to recharging tenants, former tenants and other organisations for the cost of repairs required as a result of deliberate or accidental damage to a property.

It is the responsibility of Bushbury Hill EMB to maintain properties that fall under their area of management in the most cost-effective way. To do this, Bushbury Hill EMB aims to:

- a) Minimise the cost of carrying out unnecessary repairs to properties
- b) Recharge those responsible for causing accidental or deliberate damage to property
- c) Chase tenants, former tenants or contractors for payment of outstanding recharge debts when cost effective for us to do so
- d) Instruct debt collection agencies to recover debt on our behalf where necessary
- e) Enforce tenancy conditions consistently
- f) Record evidence of rechargeable repairs for the purpose of audit and legal action

### Definitions

Recharge – an amount of money charged to a tenant or organisation which we (Bushbury Hill EMB) have incurred as a result of having to repair property that has been damaged either accidentally, purposefully or through neglect.

Customer – Tenant, former tenant or organisation

'We' Bushbury Hill EMB

Tenancy Agreement – Agreement signed by a tenant upon acceptance of the offer of the property.

PLI – Pre-Leaving Inspection – Inspection carried out by Bushbury Hill EMB officers at the point a tenant hands notice in to leave the property.

Void – period of time a property is empty between tenancies.

Schedule of Rates – NATFED Schedule of Rates - agreed cost of works with our contractor.

### Responsibilities

All teams within Bushbury Hill EMB have some responsibility for ensuring that the procedures laid out within this policy are adhered to and followed.

The Repairs team has overall responsibility for identifying recharges, obtaining costs and retaining evidence to support the recharge.

The Business Services Team has responsibility for the financial management of the recharge.

The Business Services Officer has delegated authority to chase payment of accounts, to set payment agreements and to accept payments in full and final settlement of an account. Each account will be treated on its own individual circumstances, the Business Services Officer will be expected to work with the customer to achieve the most return for Bushbury Hill EMB, to follow this policy and to show compassion in situations that merit flexibility.

The Business Services team is responsible for maintaining payment records and correspondence.

The Business Services and Income Management Teams are responsible for monitoring the recharge account on Northgate.

The Board and Chief Officer are responsible for reviewing the policy every 3 years.

### Key Principles

In all cases we will recharge customers when we have had to carry out work for which they are responsible or where we have had to carry out repairs as a result of accidental or deliberate damage.

Bushbury Hill EMB will endeavour to advise customers of a recharge with costs as soon as is practical.

If a customer fails to co-operate or respond to attempts to make contact after 30 days of an invoice being raised Bushbury Hill EMB will automatically refer the case to a collection agent who will look to recover the debt on our behalf.

Payment agreements may be set and monitored by the Business Services Officer at a level deemed appropriate for each case.

The debt will be incorporated onto Northgate and the account monitored. Credit balances from other live accounts can be transferred to the recharge account.

Bushbury Hill EMB will use tracing services to locate a former tenant who has a live recharge account.

We will not recharge for damage if a valid crime number can be presented by the customer.

### Policy Statement

Bushbury Hill EMB works with a set allowance given by The City of Wolverhampton Council to cover the management and maintenance of all properties which fall within its area of management. Where Bushbury Hill EMB has to use its allowances to repair a property that has been damaged due to a breach in tenancy it will take all steps necessary to recover that amount.

Circumstances in which a repair may be rechargeable include, but are not limited to:

- a) Deliberate damage
- b) Accidental damage
- c) Clearance of a property if items are left when a tenant leaves a property
- d) Neglect, including delays in reporting a repair
- e) Not giving us timely access to do works resulting in additional costs
- f) Unauthorised alterations
- g) Unblock toilets and drains
- h) Replacement of equipment under guarantee which has been damaged by the tenant or a visitor to their household
- i) Repairs resulting from negligence or accidental damage from a third party
- j) Reinstating boundaries
- k) Reinstating gardens to a satisfactory condition, including removing hedges, shrubs and boundary fences
- l) Lock changes

Recharges will be priced based on the Schedule of rates and the cost incurred by Bushbury Hill EMB will be recharged to the tenant in full.

We may agree to carry out work that is the responsibility of the tenant, in these instances we will require payment in full before the work is carried out.

Any repairs that are considered essential under health and safety legislation will be carried out and recharged later.

If we have no correspondence from a customer after 30 days of the date of the invoice we may instruct a collection agent to recover costs by removing goods from the property.

Bushbury Hill EMB use a tracing service to obtain current contact details of former tenants where the recharge relates to a property they left in poor condition.

The customer has the right to challenge the recharge within 30 days of receipt of the invoice, in these instances the recharge will be reviewed by an officer of the EMB that has not been involved in the process and the tenant notified of the result in writing within 14 days.

#### Policy Discounts

Tenants of state retirement age who incur a recharge will be offered a 20% discount. If they then settle the debt in full within 28 days a further 20% will be taken off that amount.

All customers will be offered a 20% discount if the debt is settled in full within 28 days of the date of the invoice.