

<p>Radian</p> <p>Rechargeable works policy</p> <p>Version: 2</p> <p>Approved: 11th December 2013</p>	
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1. Statement of Intent

- 1.1 This Policy sets out our approach to the issue of rechargeable works to our tenants. We aim to identify and recover the cost of those works that are the responsibility of the tenant as a result of tenant damage, neglect or oversight. We also aim to recover costs arising as a result of damage by a third party to our property.
- 1.2 It is not our intent to make surplus from rechargeable works, rather to recover our costs and ensure tenants remain responsible for their actions or omissions.

2. Definition

- 2.1 Rechargeable repairs are repairs that are caused by damage to fixtures and fittings, internally or externally, by a resident, a member of the residents' household, any visitor to the tenants' property or other third parties or agencies which cannot be attributed to normal wear and tear through the duration of their tenancy.
- 2.2 They also include all repairs which are normally the responsibility of the resident, as detailed in the tenants' handbook, and include repairs to communal areas.

3. Policy

- 3.1 In most circumstances we will carry out repairs to a tenant's property at no charge in accordance with the Landlord and Tenant Act 1985 (as amended) However, in some circumstances tenants will have to pay for the repair themselves, this is covered within Section 11 of the Landlord and Tenant Act 1985 where landlords are not required to carry out repairs caused by tenants' failure to use the premises in a "tenant-like" manner.
- 3.2 Costs are recovered using a consistent approach thereby promoting an equitable service, and items to be recharged could include, but are not limited to, the following:
 - Malicious damage to a property beyond normal wear and tear
 - Replacement of door locks where the tenant is locked out
 - Removal of items left in communal areas which are in breach of fire safety
 - Repairs or replacements where tenants have undertaken their own repairs or improvements without the required permission
- 3.3 A recharge may also be levied when a tenant has ended their tenancy with us and we carry out works to bring the property up to an acceptable letting standard in line with the Void Standard. Generally rechargeable repairs will be identified at the earliest opportunity in accordance with the Pre-void Inspection Procedure. However, on occasions recharges may not be identified until the tenancy has ended or the property has been emptied.

- 3.4 Items which are routinely recharged will be based on a fixed unit cost to promote clarity and simplicity. Other works, which may be of a more complex or unusual nature, may be recharged on an individual pricing basis.
- 3.5 Our policy is to charge for rechargeable works prior to ordering, however, we accept there will be circumstances where this is not possible. These include where the resident has no means to pay, during void works and where the resident is in a vulnerable situation and works are needed to resolve the situation.
- 3.6 A tenant may be considered vulnerable, as defined in appendix 5 “Repairs for vulnerable tenants” in the Repairs and Maintenance Policy. Consideration must therefore be given as to whether it is appropriate to apply a recharge.
- 3.7 In relation to this specific policy a tenant may be considered vulnerable as a result of circumstances relating to the proposed rechargeable works. In these circumstances vulnerability might result in the works being completed before payment can be made but we reserve the right to subsequently apply the recharge.
- 3.8 Where the tenant/former tenant does not pay for works prior to ordering, and they fall into the categories outlined in sections 3.6 and 3.7, we will generally add the recharge to their account for recovery at a later date.
- 3.9 The decision to write off any recharge must be made in line with prevailing financial regulations.
- 3.10 We may undertake emergency repairs for health and safety purposes, such as to secure a property or to prevent further damage. The initial emergency repair visit and any subsequent visits may be considered rechargeable.
- 3.11 Tenants will have the freedom and opportunity to find alternative contractors where practical. When considered necessary a Surveyor from Technical Services can arrange to post inspect the works completed by alternative contractors.
- 3.12 We will ensure, using best endeavours, that all communications relating to recharges are transparent, open, complete and concise.
- 3.13 We will levy a minimum payment of £60.00 including vat for routine minor repairs or levy a higher cost, based on a standard cost schedule, for larger jobs such as void works. A schedule of standard costs will be maintained and reviewed from time to time.
- 3.14 Tenants will have a number of different methods to make the payments, as detailed in the Rent Management Policy.
- 3.15 We will generally not allow a tenant to transfer within our stock with an outstanding recharge on their account. The exception is where there are sound management reasons that override the need to repay the recharge. This is in accordance with the Allocations Policy. The outstanding recharge will remain with the resident following the move.

4. Legal & Regulatory Framework

- Certain repairs carry obligations under Health & Safety legislation

- Group Financial Regulations

5. Links to other Policies

- [Repairs and Maintenance Policy](#)
- [Health and Safety Policy](#)
- [Rent Arrears Management Prevention Policy](#)
- [Void Management Policy](#)
- [Equality and Diversity Policy](#)

6. Related Procedures

- [Rechargeable Works Procedure](#)
- [Void Management Procedure](#)
- [Pre-Void Inspection Procedure](#)
- [Rent Management Procedure](#)

7. Responsible Officer

[Deputy Director of Finance](#)

8. Review Details

Approved by (including date of approval)	Executive Team
Review Cycle	3-yearly
Date of next review	December 2016

9. Associated Documents

None

10. Appendices

None