

Trivallis.

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Rechargeable Works Policy

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*Please note this document is available in Welsh and other formats upon request.
Please contact the communications and media team.*

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1. Introduction

An integral part of our services is the ability to recharge customers for the cost of works where the Tenancy Agreement identifies the works as the tenant's responsibility. This includes repairs which are attributed to negligence, wilful damage or accidental damage on the part of the tenant, a member of the household or a visitor to the home. This does not apply to fair wear and tear in the property.

This policy sets out our approach to the raising and recovery of costs associated with rechargeable work. This policy covers all circumstances, services and work considered rechargeable

A number of other documents within Trivallis will have an impact on rechargeable works. In particular:

- Letting Standard
- Mutual Exchange Procedure
- Allocation & Transfer Policy
- Tenancy Management Policy
- Tenancy Agreement
- Fire Safety Procedure
- Repairs and Maintenance Policy / Service Standards

2. Aim

Trivallis aims to operate as an effective Value for Money (VFM) organisation through our fair and responsible collection of income from rechargeable work. This policy seeks to encourage tenants to look after their homes and for Trivallis to recover costs when damage is caused. It will also identify the services and work considered rechargeable and sets out the circumstances in which we will recharge; how we will reduce the amount of rechargeable work and how we will identify the cost.

Specifically, this policy is designed to help staff to:

- Recognise the existence of rechargeable work and to clarify exactly what costs are rechargeable to the tenant, and when.
- Identify opportunities to reduce the amount of rechargeable work we need to undertake to avoid a cost being raised in the first place.
- Understand how to raise and recover a rechargeable costs.
- Ensure that a consistent and fair approach is adopted in relation to the raising and recovery of these costs and provides a clear message.

3. Definitions: What is a rechargeable repair

For the purpose of this policy, rechargeable repair is defined as any work Trivallis has to do to ensure a property is safe and/or suitable to be re-let, for which the tenant is responsible. The tenancy agreement set out what repair work tenants are responsible for:

- Where a tenant has caused damage that is beyond normal wear and tear, the cost of repairing this is also deemed to be rechargeable. This includes damage caused by members of the tenant's household, family members, friends or other visitors (including pets), whether wilful or through neglect.
- Other costs may be recharged at the end of a tenancy for: the correct disposal of rubbish; clearing and/or cleaning a property, communal areas or garden; or for any other work needed to bring the property back to a let-able standard. This shall include the removal of unsuitable sheds, construction of walls, additional rooms and loft conversions, fences or garages, where structural works have impacted on the integrity of the building either internal or external, especially where no written permission has been granted by Trivallis.
- Rechargeable work also includes any costs incurred as a result of a breach of tenancy conditions, e.g. gaining access to a property to carry out the annual gas service inspection.

4. Prevention

Through this Policy we aim to reduce the amount of rechargeable work Trivallis carry out, and to avoid unnecessary costs being recharged to tenants.

We aim to do this by:

- Providing better information and advice on tenant repair and maintenance responsibilities when tenants are let a property and when identified throughout the life of a tenancy.
- Providing information on tenant repair and maintenance responsibilities when tenants apply to mutual exchange, or join the housing waiting list.
- Promoting a more positive, joined-up approach to tenancy audits and pre-term visits; to help tenants understand their responsibilities and what they could be recharged for.
- Raising awareness of tenant responsibilities and rechargeable work, as well as other help or advice that might be available, through promotional campaigns, tenants magazine, newsletters and the Trivallis website.
- Publicise that outstanding costs may prevent a tenant applying to join the Common Housing Register or register for a transfer.

5. Recharging

Trivallis will carry out repair work where failing to do so would create a health and safety risk. Trivallis will endeavour to collect the full cost from the tenant.

If a tenant does not complete the work they are responsible for during the term of their tenancy, Trivallis will enforce some repairs under the terms of the tenancy agreement, which can be found within the Tenant's Responsibilities, sub headed damage as stated below.

"To repair and/or replace or pay for the repair and/or replacement of any fixtures and/or fittings you, occupants or visitors to your home damage (fair wear and tear excepted). This includes damage to your home and all the shared parts. No accumulation of bricks, stones, boxes, metal, timber, waste paper or any other refuse shall be permitted in the garden or any other part of your home. If you do not do the repairs, we may do the necessary work and charge you for our reasonable costs, (including costs of administration)".

Examples of when Trivallis will carry out rechargeable work are as follows:

Gas forced entry

Trivallis will recharge tenants any costs incurred gaining access to their home to conduct the annual gas safety inspection, or for the cost of obtaining a Court Order to gain access to the property.

Void work

Trivallis will recharge the cost of clearing a property and/or garden at the end of a tenancy. This includes a reasonable cost for cleaning and clearance of any rubbish that has been left at the property.

Trivallis will recharge the cost of clearance, storage and/or disposal of items that have been left behind by the tenant when it has been vacated following an eviction.

Trivallis will also recharge the cost of any work required to correct and facilitate the re-letting of a void property, which includes tenant neglect, damage or unauthorised improvement work.

We will recharge for any repair work that becomes necessary as a consequence of the actions of the tenant, beyond what we consider to be reasonable wear and tear.

This includes recharging the cost for the replacement of any fixtures or fittings in the property that have been damaged, removed or destroyed.

Repairs

We will carry out any repairs that are normally the responsibility of the tenant that, if not done, pose a health and safety risk. This includes any work necessary to protect Trivallis' asset. In these cases the minimum amount of work required to achieve this will be undertaken and recharged to the tenant.

We will recharge for any repair work that becomes necessary as a consequence of the actions of the tenant, beyond what we consider to be reasonable wear and tear.

This includes recharging the cost for the replacement of any fixtures or fittings in the property that have been damaged or destroyed.

In cases where it is clear that the tenant has caused wilful damage to any property, Trivallis may report the matter to the police in order that criminal damage charges can be brought against the guilty party.

At the end of a tenancy, we will recharge former tenants the cost of any work that was their responsibility that we have had to carry out because they have not done it.

We will recharge tenants or former tenants for any work required to correct unauthorised alterations to properties, where we cannot grant retrospective consent for carrying out such alterations.

Leaseholders

Under the legal agreement that leaseholders have with Trivallis, they are responsible for all repairs to the interior of their home and they are liable to pay a percentage towards repairs to the exterior of the building in which they live and any communal areas within the building.

6. Creating a Recharge

Trivallis will create a recharge by sending a request for payment for the rechargeable work as soon as practically possible after the work is complete. This will state what we are recharging for and the total cost payable. For costs attributed to void properties Trivallis will raise a request for payment even when we have no forwarding address to ensure that we have accurate records of the costs associated with the rechargeable work. Evidence of how the cost is built up will be supported by photographic evidence for audit purposes. Details will be held on file for future reference.

Where recharges are identified from clearance of any communal areas an invoice may be raised for each customer within the block to pay the cost proportionately.

Any cost recharged will be fair, accurate and reasonable, and will be substantiated with documentary evidence. Wherever possible we will seek to obtain the tenant's signature accepting responsibility for the damage or work needed prior to completing the work.

To ensure consistency as to the amount tenants are to be charged, standardised costs

have been identified for each repair, which include VAT (if applicable) at the current rate and is subject to a 5% administration cost. The list of costs will be revised on an annual basis.

Trivallis may decide to waive a recharge on the basis of a tenant suffering extreme vulnerability or hardship. Trivallis Team Managers will exercise discretion in these cases and a decision to waive a charge will be based on supporting evidence.

Where a decision has been made to waive the recharge, a request for payment will still be raised to ensure accurate accounting with regard to the rechargeable work.

The costs will be written off by agreement with the Head of Income Management, Committee and Board.

7. Miscellaneous Costs

We will recharge the cost of clearing bulky items from housing land that has resulted in a charge to Trivallis and the tenant responsible for the inappropriate disposal of this can be clearly identified. We will recharge the cost of items left on land owned by Trivallis which include communal hall ways and gardens. If the individuals cannot be identified then the cost will be recharge back to the block.

We will recharge for any costs associated with clearing and repairing a property in poor condition, which includes a verminous property during the course of a tenancy (as defined under section 35 of the Public Health Act 1961).

We will recharge when a tenant has lost or broken their door entry key or fob.

We will also recharge tenants or former tenants for any other action, service or circumstance that causes unreasonable cost to Trivallis, for which the tenant is responsible.

We will provide statements to the Police in relation to criminal damage when the perpetrator is identified.

8. Exemptions

There may be circumstances when Trivallis decide not to recharge a cost. Trivallis staff will exercise discretion before making a decision on whether or not to recharge. This will be clearly documented.

Examples of when we may exercise this discretion are as follows:

- When a tenant has passed away, and there is no estate to pay the cost; or when a tenant goes into residential care and has no means to pay.
- When a tenant has been a victim of a serious crime, and has reported this to the police. This must be substantiated by a crime reference number or supporting evidence from the police.
- When it is evident that damage to a tenant's home has been caused by someone behaving in a racist or anti-social way. This should be documented

according to the Trivallis policies and procedures for dealing with anti-social behaviour and hate crime.

- When a faulty security fob needs replacing and it is returned to Trivallis.
- Damage resulting from domestic abuse.

Certain types of repairs or improvements

- Where it is evident that required work is due to fair wear and tear of the property; or for items left in the property that have been agreed by Trivallis, such as carpets and fitted wardrobes.
- For improvements made to the property, where approval to carry out such works has been granted by Trivallis. Completed works must be inspected by a surveyor from Trivallis and approval confirmed in writing.

9. Collecting debts

Collection of debts associated with this policy will be managed under separate arrangements as outlined in the Debt Recovery Policy.

The Income Management Team will work in partnership with the front line teams to ensure tenants are recharged fairly and, wherever possible, to recover the whole debt from the tenant in a timely and efficient manner.

Where possible all tenants will be required to verbally agree to a recharge prior to Trivallis instructing for the work to go ahead. A Recharge Agreement Form must be signed prior to any works being undertaken. This process allows Trivallis to document the agreement and assists with the collection of the recharge.

10. Non-payment of debt

Trivallis may seek a county court judgement from the courts in cases of persistent non-payment of recharges. Use of external collection agents is approved by Committee

11. Disputes and Appeals

Trivallis operates an internal appeals process for dealing with any disputes, which may arise regarding a decision made to recharge. If a tenant or former tenant wishes to have their liability for the cost of a repair reviewed, they must make their request to the Debt Recovery Officer.

The service area manager who raised the recharge will investigate the tenant or former tenant's case and respond within 10 working days to resolve the issue. If the tenant is not satisfied with the decision, they have the right to make a complaint through our formal complaints procedure.

The complaint will be investigated and responded to by a manager independent from the original decision making process.

12. Control and Mechanisms

Training and guidance

This policy will be made available and actively promoted to all Trivallis staff working in the Neighbourhoods, Homes, Customer Services, and Income Management teams, as well as our contractors.

This will be reinforced with detailed procedures and training for all those involved in the process.

Specific guidance will be provided to staff on the positive benefits of effective pre-term visits; using these to highlight work that may need doing and explain costs to tenants, to potentially avoid a recharge.

Regular review of works will be undertaken to identify missed opportunities to recover the costs.

We will report regularly on the value of Rechargeable Works Orders raised.

Data protection

We will encourage a co-ordinated approach to sharing tenant information and sharing current debts with our partner agencies. Only details in relation to the debt will be disclosed (where necessary) and no other personal information will be shared.

No data will be shared with outside organisations, other than debt collection agencies Trivallis may employ to recover a debt. In these cases only essential information (e.g. name, contact details, relevant debt history) will be shared.

13. Equality & diversity

Trivallis is committed to promoting equality and diversity in the way we deliver our services. We take steps to ensure people are treated fairly and given equal access to the opportunities available, and that people receive fair outcomes in the standard of service they receive from us. This incorporates everyone, regardless of a persons age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex or sexual orientation.

14. Monitoring and review

The policy will be reviewed every three years, or in response to relevant changes in legislation, organisational structure, development of good practice, or to address operational issues.

Overall monitoring and review of the policy will be undertaken in consultation with Trivallis staff, as well as tenants and other partners and services.

Appendix A - List of Tenant Repair Responsibilities

General Repairs and Maintenance including:

- All internal decorations
- Minor repairs to non-fire internal doors and frames including adjusting doors to close over carpets
- Replacing door handles
- Pest control to keep the property free of rodent or insect infestation
- Arranging for a Gas Safe Engineer to connect gas cookers
- Fitting TV aerials, satellite dishes and sockets
- Replacing clothes lines and rotary driers (unless for communal area)
- Keeping air and window vents clear
- Lock changes (for joint tenants only)
- Grass cutting in gardens

Plumbing and Drainage including:

- Clearing blockages in sinks, baths and wastepipes
- Replacing washers on dripping taps and broken toilet seats
- Replacing Toilet Seats (except in Shelter due to RNIB)
- Replacing the chain and plugs on sinks, baths and basins
- Clearing any blockages in external gullies (except in shared flats)
- Clearing blocked toilets (houses and bungalows)
- Descaling shower heads
- Supply pipework and vents for dishwashers and tumble driers
- Maintaining outside taps

Electrics including:

- Replacing fuses and resetting trip switches
- Replacing light bulbs and fluorescent tubes and starters

- Replacing batteries in smoke alarms

Appendix B - List of rechargeable Repairs

The items set out below do not constitute a definitive list, but are examples of items / repairs that the tenant may be expected to either carry out themselves, or pay to have carried out.

General Repairs and Maintenance including:
<ul style="list-style-type: none"> • Non emergency repairs which have been reported as such
<ul style="list-style-type: none"> • Garden clearances
<ul style="list-style-type: none"> • Damage to kitchen or bathroom appliances and units
<ul style="list-style-type: none"> • Making good any alterations carried out by the tenant where approval has not been authorised
<ul style="list-style-type: none"> • Any works which cause damage to the property or neighbouring property
<ul style="list-style-type: none"> • Unblocking toilets, sinks, baths, basins, drains
<ul style="list-style-type: none"> • Repair / replace damaged electrical switches or sockets
<ul style="list-style-type: none"> • Replacement of damaged internal or external doors
<ul style="list-style-type: none"> • Replacement of damaged gates and fences
<ul style="list-style-type: none"> • Boarding up broken windows or doors
<ul style="list-style-type: none"> • Re-glazing windows or doors
<ul style="list-style-type: none"> • Adapting doors to accommodate carpet or flooring
<ul style="list-style-type: none"> • Forced entry due to loss of keys
<ul style="list-style-type: none"> • Replacement locks due to loss of keys
<ul style="list-style-type: none"> • Replacement of communal key / fob
<ul style="list-style-type: none"> • Supply / fit or repair additional locks
<ul style="list-style-type: none"> • Any court costs incurred as a result of a breach of tenancy conditions – for example as a result of incidents of anti-social behaviour. Removal of items left in communal areas.
<ul style="list-style-type: none"> • Making good alterations carried out by tenants where approval has not been authorised

Leaseholders are responsible for repairs to the interior of their home.

Leaseholders:
<ul style="list-style-type: none">• Removal of rubbish from a communal area when it is causing an obstruction or is a hazard. Eg. Fire or health hazard
<ul style="list-style-type: none">• Damage caused to the building or communal area by the leaseholder, a member of their family, or visitors
<ul style="list-style-type: none">• Damage caused to the building or communal area due to unauthorised alterations
<ul style="list-style-type: none">• Damage caused to Trivallis properties by escape of water from leasehold properties

Pre-termination inspections will identify any rechargeable repairs and the tenant will be advised they must carry out the repairs before leaving the property.

Empty Homes
<ul style="list-style-type: none">• Damage to fixtures and fittings other than usual wear and tear
<ul style="list-style-type: none">• Missing items – doors, kitchen units etc
<ul style="list-style-type: none">• Removal of any rubbish that has been left in the property, garden or shed
<ul style="list-style-type: none">• Removal of graffiti
<ul style="list-style-type: none">• Alterations that have not had approval and have to be replaced / repaired because they are unsafe

Appendix C - Recharge Costs

Item	Description of Repair	Cost (Inc VAT+ Admin Charge)			SOR Code	Unit
		P2	P0	Out of Hours		
Broken Windows & Doors	Secure property / Board up (Per Window or Door)	£35.14	£50.26	£59.08	397001	per opening
Re-Glazing	Re-Glaze broken double glazed window (Per Unit)	£155.99	£171.11	£179.93	551005	per unit
Re-Glazing	Re-Glaze Broken Windows (Per Pane)	£48.52	£63.64	£72.46	515005	per window
Lock Changes/ Gain Access	Gain Access - after locked out	£67.35	£82.47	£91.29	396001	per door
Lock Changes/ Gain Access	Gain Access to garage / outhouse	£67.35	£82.47	£91.29	396001	per door
Lock Changes/ Gain Access	Replace Mortise Lock	£54.03	£69.15	£77.97	390911/39501	each

Lock Changes/ Gain Access	Replace Yale Lock	£79.18	£94.30	£103.12	391301	each
Lock Changes/ Gain Access	Replace UPVC Barrel	£40.67	£55.79	£64.61	325109	each
Lock Changes/ Gain Access	Renew Multipart lock to PVCU door	£135.27	£150.39	£159.21	325105	per door
Door Repairs	Renew internal ply door	£158.19	£173.31	£182.13	330001	each
Door Repairs	Renew external 2hr fire door	£225.63	£240.75	£249.57	330013	each
Electrical Works	Visit to reset trip switches	£32.00	£44.00	£51.00	8111	each visit
Electrical Works	Replace damaged electrical switch/socket/fitting	£14.96	£30.08	£38.90	861507	each
Plumbing Works	Unblock bath / wash basin / sink (per blockage)	£23.83	£38.95	£47.77	620505	each
Plumbing Works	Unblock WC	£41.11	£56.23	£65.05	620513	each
Bathroom Repairs	Replace WC cistern	£103.90	£119.02	£127.84	630537	each
Bathroom Repairs	Replace WC pan	£136.50	£151.62	£160.44	630511	each
Bathroom Repairs	Replace toilet seat & lid	£40.52	£55.64	£64.46	630513	each

Miscellaneous	Replace electronic fob for communal entrance (per fob)	£6.30	£21.42	£30.24		
Miscellaneous	Replace broken smoke detector	£102.60	£117.72	£126.54	872020	each
Miscellaneous	Bleed radiator (per property)	£39.02	£54.14	£62.96	713003	per property
Clearances/Removals	Dispose of soft furnishings (per item)	£74.34	£89.46	£98.28	Void Cost	
Clearances/Removals	Clear and dispose of general household rubbish (per item)	£14.87	£29.99	£38.81	Void Cost	
Clearances/Removals	Removal of carpets (per room)	£0.00	£15.12	£23.94		
Clearances/Removals	Full clearance of property - 1 bed	£264.60	£279.72	£288.54	Void Cost	each
Clearances/Removals	Full clearance of property - 2 bed	£265.86	£280.98	£289.80	Void Cost	each
Clearances/Removals	Full clearance of property - 3 bed+	£267.12	£282.24	£291.06	Void Cost	each
Clearances/Removals	Clear Attic	£297.36	£312.48	£321.30	Void Cost	each
Clearances/Removals	Remove TV	£14.87	£29.99	£38.81	Void Cost	each

Clearances/Removals	Remove Cooker	£18.59	£33.71	£42.53	Void Cost	each
Clearances/Removals	Remove White Goods	£74.34	£89.46	£98.28	Void Cost	each
Gardens	Clear and Cut Back Garden	£200.34	£215.46	£224.28	Void Cost	per garden
Gardens	Clear Garden - cut back as directed - strim back grass and prune hedges and remove from site as required	£400.68	£415.80	£424.62		per garden
Cleans	Property clean - 1 Bed (Based on Empty Property)	£157.50	£172.62	£181.44	Void Cost	
Cleans	Property clean - 2 Bed (Based on Empty Property)	£157.50	£172.62	£181.44	Void Cost	
Cleans	Property clean - 3 Bed+ (Based on Empty Property)	£157.50	£172.62	£181.44	Void Cost	