

Gloucester City Homes



Recharge Policy

Gloucester City Homes Contact Information

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You can also contact us using our online reporting forms.

Please note our website is speech enabled and you can adjust the size of the text and translate it to other languages.

Gloucester City Homes Document Format Information

If you would like any part of this document explained, translated or provided in another format such as large print, audio or Braille, please contact our Customer Services Team on 0800 408 2000.

Bengali

যদি আপনি এই ডকুমেন্ট অন্য ভাষায় বা ফরমেটে চান অথবা যদি আপনার একজন ইন্টারপ্রেটারের প্রয়োজন হয়, তাহলে দয়া করে আমাদের সাথে যোগাযোগ করুন।

Chinese

本文件可以翻译为另一语文版本，或制作成另一格式，如有此需要，或需要传译员的协助，请与我们联系。

Gujarati

જો તમને આ દસ્તાવેજ બીજી ભાષા અથવા રચનામાં જોઈતો હોય, અથવા જો તમને ઈન્ટરપ્રિટરની સેવાઓ જોઈતી હોય તો, કૃપા કરી અમારી સંપર્ક સાધો.

Polish

Aby uzyskać ten dokument w innym języku lub formacie, albo jeżeli potrzebujesz usług tłumacza, skontaktuj się z nami.

Urdu

یہ دستاویز اگر آپ کو کسی دیگر زبان یا دیگر شکل میں درکار ہو، یا اگر آپ کو ترجمان کی خدمات چاہئیں تو برائے مہربانی ہم سے رابطہ کیجئے۔

[Translation reads: If you would like this document in another language or format or require the services of a translator, please contact us.]

STATUS (Draft / Approved / Updated / Archived)	REFERENCE
APPROVED	\\Gloscitys76\GCH\ALMO Project\Policies & Procedures\06 Current GCH Policies & Procedures\04 Asset Management\Rechargeable Repairs\GLOUCESTER CITY HOMES RECHARGEABLE REPAIRS POLICY & PROCEDURE - CONTROLLED.doc
<p>Important Notice: Printed paper copies of this procedure are uncontrolled. The current version of this procedure is available on the Intranet</p>	

Documentation Master Sheet
Amendments to this Document are Detailed Below

Version Number	Date Amended	Comments	Date Approved	Author	Approved By
1	18/12/06	First draft	18/12/06	LMH	
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Gloucester City Homes Recharge Policy

Purpose of the Policy

Each year Gloucester City Homes spends thousands of pounds in cleaning, clearing and repairing its properties due to neglect and damage caused by its residents, their families and their friends.

In order to operate as an effective company and provide excellent value for money we need to ensure that all aspects of the tenancy are enforced, we maximise income from rechargeable works and minimise expenditure in managing and maintaining our properties and estates.

Supporting Documents

- Gloucester City Homes Mission, Vision and Values
- Void Policy
- Asset Management Strategy
- Value For Money Strategy
- Income Management Policy
- Leaseholders Arrears Policy
- Gas Servicing Policy
- Major Works Compact
- Corporate Debt Policy
- Financial Inclusion Policy
- Supporting Housing and Supporting People Strategy
- Abandonment Policy
- Estate Services Team Policy
- Estate Walkabout Policy
- Periodic Tenancy Audit
- Management of Secure Tenancies
- Transfer Policy and Procedure
- Key Fob policy and Procedure
- Post let visit procedure
- Periodic Tenancy Audit Procedure

Relevant Legislation

- The Housing Act 1985
- The Human Rights Act 1998
- The Race Relations Act 2000
- The Disability Discrimination Act 1995
- The Sex Discrimination Act 1975
- The Commonhold and Leasehold Reform Act 2000
- Public Health Act 1961

Policy statement

Gloucester City Homes (GCH) will recharge costs in these circumstances

- **Rechargeable Repair** -where works are required due to a resident, their family or their friends deliberately or accidentally damaging any fixtures or fittings in their home or any communal fixtures or fittings owned by the landlord e.g. walls, footpaths, seats, lights, which are provided by the landlord and are the responsibility of the resident to replace or repair if lost and /or damaged.
- **Unauthorised Alterations where we cannot grant retrospective consent** - Any works that are required to bring a property back up to an acceptable standard as dictated by the landlord, and to ensure Health and Safety of residents and the property.
- **Clearance of property and gardens at the end of a tenancy.**- All properties should be left clean tidy and empty.
- **Costs associated in clearing and repairing a filthy or verminous property during the course of a tenancy.** – These terms are defined under the Public Health Act 1936 (Section 83 as amended by section 35 of the Public Health Act 1961).
- **Vandalism to Gloucester City Homes managed properties** – Where damage has occurred and the Court has prosecuted the culprit. Or where the individual has admitted the damage.
- **Repairs that are the responsibility of the tenant** – such as a broken window or blockage of waste pipes through misuse.
- **Repairs to private ownership dwellings that are causing damage to Gloucester City Council (GCC) owned property when necessary.**
- **Works to shared ownership properties that have not been carried out by lease owner.** – Shared ownership leases state that the full repairing liability lies with the leaseholder. If these works are not done the lease states we have the right to carry out the works on the shared owners behalf and recharge the cost.
- **Storage of goods following eviction.** – The property should be left in a clean, tidy and empty condition. If goods are left in the property Gloucester City Homes are legally obligated to store the goods for 28 days before disposal.
- **Recharge for the replacement of lost or broken door entry key fobs.**

- **Costs of obtaining a Court order to gain access to tenanted properties.** The tenancy agreement states that we carry out a gas safety check each year. We also carry out periodic tenancy checks to ensure the tenant is keeping the property in good order. If we are denied access we have to obtain a court order to fulfil our obligations as landlord.
- **Gas servicing and contract works to leasehold and shared ownership properties.** Gloucester City Leases state that the leaseholders are liable for the repair and maintenance of their properties. We have extended our contracts to these tenant groups to assist them in keeping their properties in good repair, and to benefit from the cost efficiency savings of buying into a large contract.
- **Clearance of bulky items from housing land,** which result in a recharge to Gloucester City Homes.
- **Damage to furnishings in part furnished temporary accommodation.**
- **And any other circumstance that causes unreasonable cost to Gloucester City Homes.**

Recharging Guiding principals

- We will raise a rechargeable bill even when we have no forwarding address, for instance when a property has been abandoned or a tenant is evicted.
- We will raise the invoice on completion of the works to determine the final cost.
- We will encourage tenants to carry out the work themselves, or pay a suitably qualified party, rather than carry out the rechargeable work as a matter of course.
- Court action will only be pursued when the outstanding amount is over £75.00, as it is not economical to pursue a lesser figure. This will be reviewed on an annual basis.
- We will make every effort to obtain the tenants signature accepting responsibility for the damage or work need prior to, but not necessarily on ordering the work.
- If there are multiple debts owed by the tenant, then the payment of rent arrears will remain the priority debt.
- If all other means of collection have been exhausted then we will consider passing the debt to a debt recovery agent.
- If the debt is subject to a Court judgement we reserve the right to ask the Court for compensation for late payment.

Who does the policy apply to?

- The policy applies to any of the groups defined above.

Tenants' responsibilities

The tenancy agreement clearly defines the tenant's responsibilities this is repeated in Section 5 of the tenants' handbook.

Leaseholders' responsibilities

The Right to Buy lease defines the leaseholders' responsibilities. This is repeated in leasehold handbook. In general Leaseholders are responsible for the interior of their property and any fixtures and fitting therein, as well as any pipes and wires that service their own property.

All other areas such as the roof, walls and any communal areas are still the responsibility of the freeholder, Gloucester City Council.

Shared owner responsibilities

The shared ownership lease makes the shared leaseholder fully responsible for the upkeep of the property. The landlord has the right to demand that repairs be carried out to the structure of the property. To ensure it remains at the standard as defined in the lease agreement.

If these works are not carried within the specified timescale, the landlord can carry out the works and recharge the cost to the lease owner.

Responsibilities of other parties

The tenancy says that the tenants (including shared ownership and Leasehold tenants) are responsible for the behaviour of their family members and guests.

To be able to recharge for vandalism or any other damage to GCC owned property, that person must have admitted to causing the damage or be subject to or a Court Order stating that the individual is responsible.

Option to undertake work in property by tenant

All tenants are given general advice on their repairing and maintenance responsibilities at the letting process, and when identified throughout the life of their tenancy.

We will ensure the liable party is given adequate opportunity to carry out rechargeable works for themselves. Reasonable time periods would be:

Emergency work – within 4 hours.
Urgent work – within 7 calendar days
Routine work – within 28 calendar days

If the repair has

- Not been done to Gloucester City Homes satisfaction or within an acceptable timescale,
- Or the responsible party has been unable to get a suitably qualified person to carry out the work,

Gloucester City Homes and its contractor will carry out the repair in default. The tenant must then accept the total cost of the work.

It should be stressed if the tenant is not competent in home maintenance they should not attempt the work themselves, and should get a qualified professional to carry out the work.

In cases where it is clear that a tenant has caused wilful damage to any Council property, Gloucester City Homes may report any such instances to the Police, in order that criminal damage charges are brought against the guilty party.

Health and safety

Health and Safety has to be our priority concern. In particular, issues in blocks of flats where acts of damage impacts not only on one household but also on other residents.

Where a tenant is undertaking the repair or replacement, and there is a health and safety risk a time-scale will be given for the work to be completed. See repair timescales above.

If the work is not finished to an acceptable standard (as decided by Gloucester City Homes), we will do the repair and recharge the resident immediately the property is made safe.

Rechargeable works to vulnerable tenant groups

We will always consider vulnerable tenants and where possible work with them to avoid implementing recharges, which could result in, severe financial hardship. We believe that the elderly and disabled are no less able to pay than others and feel that it would be discriminatory to exclude these specific groups.

Where a tenant expresses an inability to pay a detailed report should be referred to the Income services manager including a break down of their income and expenditure, for the exercise of discretion, subject to a limit of £250.00.

If the resident lives in a Sheltered Scheme or an Elderly designated dwelling, we must make the Scheme Manager and Supported Housing Manager aware of the situation before the recharge is sent to the tenant.

Disputes over charge or quality of workmanship

If customers feel that due to their age, financial circumstance or for any other reason should be exempt from the recharge then they can ask the Income Services Manager or Head of Asset Management to review the process.

Cost of recharge

We will provide a quote for any remedial works **where possible**. The most common rechargeable repairs indicative costs are detailed in the **Voids Policy**.

When a recharge arises from abandonment, eviction or vandalism or any other event where Gloucester City Homes have been unable to provide a quote, we will invoice after the works have been completed.

All costs are based on

- The schedule of rate item cost,
- An administration fee from the contractor
- GCH administration cost of 15% of the value of invoice with a minimum charge of £7.50 per invoice.
- VAT.

The administration cost levied by Gloucester City Homes will cover the costs of raising the invoice, administering the debt and a contribution towards the cost of Surveyors time.

Methods of payment

All payments are payable to Gloucester City Homes, not Gloucester City Council. Therefore the current methods of payment are by cash or cheque only.

We are looking to extend our payment options to a payment card, which allows people to make payments by Credit Card, at the Post Office, PayPoint or the Co-Operative bank.

Payment Terms

Payment is in advance wherever possible for minor works to tenanted properties, and always in advance for all other parties. Where Gloucester City Homes have been unable to provide a quote, we will demand full payment after the works have been completed. All payments should be paid within 14 days of invoice.

For items that cost less than £20, such as replacement key fobs, no invoice will be raised and the full cost must be met up front.

Anti Poverty

We recognise that we may be dealing with disadvantaged groups, vulnerable sectors of society and tenants facing financial hardship. Therefore we will endeavour to agree sustainable affordable repayment plans for rechargeable works.

We will seek not to use legal redress unless all other forms of recovery action have been exhausted, and ensure that rechargeable works are recovered in a consistent manner.

If a tenant claims that they are unable to settle the recharge in full the matter will be passed to the Income Management Team to arrange a mutually acceptable and affordable payment plan.

If a payment plan is entered into the tenant will be required to sign a payment agreement form. This will be a legally binding agreement.

Recharges are not included in Gloucester City Councils Corporate Debt Policy as the money is payable to Gloucester City Homes.

Administration of recharges

The Income Management Team will administer these debts.

The debt will be placed on a sub account in Arc House, and managed through the arrears module.

Performance indicators

- % of cash collected
- Value of cash collected in £
- Timescale to process recharge
- Number of referrals for debt advice

These will be reviewed on an annual basis.