

Recharge 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

A key aspect of our service is the ability to charge customers for the cost of works or services identified as the contract holder's (the tenant or leaseholder) responsibility in the occupations contract.

This includes recharges for missed appointments, replacement items such as fobs, services such as TV License and guest room booking and repairs due to negligence, willful damage or accidental damage caused by the tenant, a household member or visitor. This does not cover fair wear and tear of the property.

This policy outlines our approach to raising and recovering costs associated to all circumstances, services, and works considered rechargeable.

2 Aim

Trivallis aims to function as an effective Value for Money (VFM) organisation by fairly and responsibly collecting income from rechargeable work.

This policy encourages tenants to maintain their homes and allows Trivallis to recover costs when damage occurs, or services are provided outside of our landlord's responsibilities. It identifies the services and work considered rechargeable, outlines the circumstances for recharging, and explains how we will reduce and identify these costs.

Specifically, this policy helps staff to:

- Recognise rechargeable work and clarify what costs are rechargeable to the tenant and when.
- Identify opportunities to minimise the amount of rechargeable work to avoid incurring costs.
- Understand the process of raising and recovering rechargeable costs.
- Ensure a consistent and fair approach to raising and recovering these costs, providing a clear message.

3 Definitions: What is rechargeable

For this policy, recharges are defined as any services that are outside of our landlord's responsibility, any costs incurred by Trivallis when tenants do allow access and for works Trivallis must undertake to ensure a property is safe and/or suitable to be re-let, for which the tenant is responsible. The occupation contract outlines the repair work tenants are responsible for:

- If a tenant causes damage beyond normal wear and tear, the cost of repairs is deemed rechargeable. This includes damage caused by household members, family, friends, or 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 any other work needed to bring the property back to a let-able standard. This includes the removal of unsuitable sheds, construction of walls, additional rooms and loft conversions, fences, or garages, especially where structural works have impacted the building's integrity, either internal or external, without written permission from Trivallis.
- Rechargeable work also includes any costs incurred due to a breach of occupation contract terms, such as gaining access to a property to carry out repairs, annual gas service inspection and contractor visits.

4 Prevention

Through this policy, we aim to reduce the amount of rechargeable work Trivallis undertakes and avoid unnecessary costs being recharged to tenants. We plan to achieve this by:

- Providing better information and advice on tenant repair and maintenance responsibilities when tenants are let a property and throughout the life of a tenancy.
- Offering information on tenant repair and maintenance responsibilities when tenants apply for mutual exchange or join the housing waiting list.
- Promoting a more positive, coordinated approach to tenancy audits and pre-term visits to help tenants understand their responsibilities and potential recharges.
- Raising awareness of tenant responsibilities and rechargeable work, as well as other available help or advice, through promotional campaigns, tenant magazines, newsletters, and the Trivallis website.
- Publicising that outstanding costs may prevent a tenant from applying to join the Common Housing Register or registering for a transfer.

5 Recharging

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

Repairs

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

We will charge for any repair work that becomes necessary due to the tenant's actions, beyond what is considered reasonable wear and tear. This includes the cost of replacing any fixtures or fittings in the property that have been damaged or destroyed.

In cases where the tenant has caused willful damage to any property, Trivallis may report the matter to the police to bring criminal damage charges against the responsible party.

At the end of a tenancy, we will charge former tenants for any work that was their responsibility but was not completed. We will also charge tenants or former tenants for any

work required to correct unauthorised alterations to properties, where we cannot grant retrospective consent for such alterations.

Missed Appointments

Trivallis will charge tenants for costs incurred for any missed appointments after the first appointment is missed, including 3rd party contractor appointments, the recharge will only be raised if the tenant has been informed of the recharge after the first appointment has been missed. If the tenant calls in on the morning of the repair to cancel the ticket this will not be deemed a missed appointment.

Gas Forced Entry

Trivallis will charge tenants for any costs incurred to gain access to their home for the annual gas safety inspection or for obtaining a Court Order to access the property.

Void Work

Trivallis will charge for the cost of clearing a property and/or garden at the end of a tenancy. This includes reasonable costs for cleaning and removing any rubbish left at the property. Additionally, Trivallis will charge for the clearance, storage, and/or disposal of items left in the property by the tenant when it has been abandoned or vacated following an eviction. Trivallis will also charge for 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 charge for any repair work necessary due to tenant actions beyond what is considered reasonable wear and tear. This includes the cost of replacing any fixtures or fittings in the property that have been damaged, removed, or destroyed.

Leaseholders

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

Miscellaneous Costs

We will charge tenants for the cost of clearing bulky items from housing land when it results in a charge to Trivallis and the responsible tenant can be clearly identified. This includes the cost of items left on land owned by Trivallis, such as communal hallways and shared gardens. If the individuals responsible cannot be identified, the cost will be recharged to the block. We will also charge for any costs associated with clearing and repairing a property in poor condition, including verminous properties during a tenancy (as defined under section 35 of the Public Health Act 1961). Additionally, we will charge tenants for the cost of replacing lost or broken door entry keys or fobs.

Furthermore, we will charge tenants or former tenants for any other actions, services, or circumstances that cause unreasonable costs to Trivallis, for which the tenant is responsible.

We will provide statements to the police regarding criminal damage when the perpetrator is identified and will report environmental crimes to local authorities for prosecution

6 Calculating and creating a recharge

Where possible, Trivallis will engage with the tenant to provide a cost estimate for the works before they commence. The tenant's agreement to the cost will be sought, and a payment or payment plan will be arranged prior to the works being carried out.

In urgent situations, such as a lock change or boarding up a window, where we are unable to provide an estimate, we have set charges that can be provided by our call centre staff:

- Lock change: £80
- Securing property: £50

Property and garden clearances are priced per job. All other rechargeable works will be calculated using SOR codes.

If the tenant does not agree to the costs, they should be given an opportunity to rectify the situation themselves. If not, or if the works are urgent for health and safety reasons, the works will be carried out, and the tenant will be recharged.

Missed Appointments

The following charges will be raised for missed appointments after the second missed appointment:

- Missed Appointment- £30

OOH non-emergency repair or no answer

When a tenant raises an emergency repair, but our operatives deem it a non-emergency or there is no answer at the property, if the tenant has left the property for health and safety reasons, locked out no heating etc, no recharge will be raised unless we cannot make contact via telephone

- OOH Non-emergency or no answer- £30

Trivallis will issue a recharge by sending a payment request for the recharge as soon as practically possible after the work/request is completed. This request will specify what we are recharging for and the total cost payable. For costs attributed to void properties, Trivallis will raise a payment request even if we have no forwarding address to ensure accurate records of the costs associated with the rechargeable work. The cost breakdown will be supported by photographic evidence for audit purposes, and details will be kept on file for future reference.

When recharges are identified from the clearance or repair of communal areas, an invoice may be issued to each customer within the block to proportionately cover the cost. Any recharged cost will be fair, accurate, and reasonable, substantiated with documentary evidence. Whenever possible, we will seek to obtain the tenant's signature accepting responsibility for the damage or work needed before completing the work.

To ensure consistency in the amounts charged to tenants, standardised costs have been identified for each repair, including VAT (if applicable) at the current rate and subject to a 5% administration cost. The list of costs will be revised annually.

Trivallis Team Managers will exercise discretion in cases, and a decision to waive a charge will

be based on supporting evidence. Even when a decision is made to waive the recharge, a payment request will still be raised to ensure accurate accounting of the rechargeable work. The costs will be written off by agreement with the Head of Income Management, Committee, and Board

7 Exemptions

There may be circumstances when Trivallis decides not to recharge a cost. Trivallis staff will exercise discretion before deciding whether to recharge, and this will be clearly documented. Examples of when we may exercise this discretion include:

- 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 it to the police, 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 an anti-social or criminal way, including any hate crime. This should be documented according to Trivallis policies and procedures for dealing with community safety and domestic abuse.
- When a faulty security fob needs replacing and is returned to Trivallis.
- Damage resulting from domestic abuse.
- When the required work is due to fair wear and tear of the property, or for items left in the property that have been agreed upon 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 Trivallis surveyor and approval confirmed in writing.
- A serious event has occurred that has caused emergency or distress which provides a clear rationale of why an appointment was missed

8 Collecting Debt

The collection of debts associated with this policy will be managed under separate arrangements as outlined in the Debt Recovery Policy. The Commercial and non-rental debt Team will collaborate with the front-line teams to ensure tenants are recharged fairly and to recover the entire debt from the tenant in a timely and efficient manner whenever possible. Whenever feasible, tenants will be required to verbally agree to a recharge before Trivallis instructs the work to proceed. A Recharge Agreement Form must be signed before any work is undertaken. This process allows Trivallis to document the agreement and assists with the collection of the recharge.

9 Disputes and Appeals

Trivallis has an internal appeals process for handling disputes regarding recharge decisions. If a tenant or former tenant wants their liability for the cost of a repair or other recharge

reviewed, they must submit their request to the Non rent debt Officer.

The service area manager who raised the recharge will investigate the case and respond within 10 working days to resolve the issue. If the tenant is not satisfied with the decision, they can request an appeal.

The complaint will then be investigated and responded to by a manager who was not involved in the original decision-making process. Their decision is final

10 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, potentially avoiding a recharge. Regular reviews of works will be undertaken to identify missed opportunities to recover costs. We will report regularly on the value of Rechargeable Works Orders raised.

Data Protection

We will encourage a coordinated approach to sharing tenant information and current debts with our partner agencies. Only details related to the debt will be disclosed when 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

11 Equality and Diversity

Trivallis is dedicated to promoting equality and diversity in our service delivery. We ensure that everyone is treated fairly and has equal access to available opportunities, receiving fair outcomes in the standard of service provided. This commitment includes all individuals, regardless of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, or sexual orientation

12 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 conducted in consultation with Trivallis staff, tenants, and other partners and services