

## 1 Scope

- 1.1 This policy applies when Aster incurs costs for repairs or works to put things back to an acceptable standard after damage or neglect has been caused.
- 1.2 If a customer is responsible for the cost of the repair or works, we will usually look to recover the cost back from the customer – we call this a recharge.
- 1.3 We promote a responsible attitude by our customers and will not tolerate malicious or intentional damage to property. Customers are responsible for any accidental or deliberate damage they have caused, and this extends to members of their household or any visitors, including children and pets. This also covers neighbourhood management recharges such as fly-tipping or graffiti removal.
- 1.4 We will ensure customers are aware of their responsibilities when they sign a tenancy agreement or licence as part of the sign-up process. We encourage customers to have contents insurance to cover accidental damage to any belongings in the property.
- 1.5 This policy applies to all our customers, including tenants and leaseholders, communal areas, and void properties (where a property has returned to our possession and works are required to re-let the property for which the tenant is liable).
- 1.6 If the work is our responsibility, we will follow our Repairs and Maintenance Policy.

## 2 Policy Statement

- 2.1 We will recharge when costs incurred are:
  - Repairs that are the customer's responsibility
  - The result of damage caused by a customer, other household members, pets or visitors (whether deliberate, accidental or through negligence)
  - Repairs required to rectify work or repairs carried out by the tenant which aren't up to the required standard. This includes works following a void or mutual exchange where the outgoing tenant has not brought the property to the required standard
  - As a result of neighbourhood management purposes, such as costs associated with clearing items or maintaining gardens.
- 2.2 The list below gives some helpful examples of when we would recharge:
  - Repairs that the customer is responsible for – please see the [repairs handbook](#) for more information.
  - Repairs due to damage or misuse: when works are due to damage or misuse by a customer, including their family, pet/s or visitors, to fixtures or fittings in the property or communal areas. The damage can be accidental or deliberate. This includes communal fixtures and fittings such as intercoms, windows, doors, walls, footpaths, waste pipes and lights.

- Damage to any furnishings provided by Aster such as ovens or washing machines (this does not include 'gifted' items such as sheds).
- Vandalism: works to rectify vandalism damage where an individual admits causing the damage or is prosecuted by the Courts.
- Damage caused by police or other agencies, such as when executing a warrant or a welfare concern.
- Alterations where permission has not been granted, or if a customer carries out works not of an acceptable standard, we will rectify the work ensuring the health and safety of customers and the property.
- Garden and property clearance when a tenancy ends: gardens and communal areas should be kept clear and tidy. Properties should be left empty, including the loft space. We will recharge for the costs of removing and storing anything left in a property or garden.
- Clearing, cleaning and repairing a filthy or verminous property; or item, waste, or vehicle removal and/or disposal/storage where there is a tenancy breach and/or nuisance in a property, communal area or estate (Neighbourhood recharges).
- Damage caused to a home or communal area because of works to a leasehold, shared or privately-owned home. For example, if a repair by a private owner led to flooding of communal areas or other properties, we'll rectify the work if the health and safety of our customers is threatened and recharge the owner. If the works aren't urgent, we'll take legal action to ensure they carry out the repairs.

2.3 We will not recharge in some exceptional circumstances; such as a victim of domestic abuse, or criminal damage caused by others who are not part of the household/ not visitors to the property, or where it is insensitive or inappropriate to pursue a former tenant for void recharges. Sometimes this may require raising a recharge then writing it off in line with our write on/write off procedure.

2.4 We will discuss potential recharges with a customer as soon as possible when a repair is identified. If it's an emergency or the tenancy has ended, so we aren't able to discuss with the tenant, we reserve the right to carry out the works and recharge the cost.

2.5 We will give customers a chance to complete repairs/works themselves to the required standard without being recharged wherever possible if they are responsible. However, this may not be possible if there is a health and safety or emergency issue, or we have not been given the opportunity to complete a pre-termination inspection. If any works or repairs carried out by the customer are not to the required standard, we reserve the right to put the repairs/works right and recharge the customer accordingly.

2.6 We will give customers the opportunity for our decision to be reviewed through our complaints process if they are unhappy with any recharges that have been raised against them.

2.7 We will always attempt to document and evidence recharges with signed reports and/or photos and records (along with costs and estimates if applicable) on our contact management system.

- 2.8 We will look to recover any recharges in line with our Income Recovery Policy. This means we could make an acceptable and affordable repayment arrangement if required.
- 2.9 Any colleague identifying a recharge has the responsibility for reporting it to the relevant team so the issue can be addressed.
- 2.10 Managing recharges requires all teams, such as the Contact Centre, Repairs & Maintenance, Lettings, Voids and Neighbourhoods to communicate and work together to a resolution. Specific roles & responsibilities are set out in the Recharge Procedure.

### 3 Monitoring and Review

- 3.1 The effectiveness of this policy will be scrutinised after 12 months by the *Customer Experience Panel*
- 3.2 This policy will be reviewed every 3 years as a minimum, sooner if any legislative, regulatory, or organisational changes prompt a review
- 3.3 Staff with direct responsibility for this policy will be trained as part of the implementation of this policy, and performance and policy effectiveness will be monitored through 121s and performance indicators including:
- Repairs with a status of 'awaiting customer repair'
  - Cost avoidance – value and volume of work undertaken by tenants
  - Value and volume of recharges pursued
  - Value of recharges recovered
  - Number of recharges 'written-off' and their value
  - Recharges not pursued

### 4 Related Policies and Procedures

- 4.1 Lettable Standard
- 4.2 Lettings Procedure
- 4.3 Income Recovery Policy
- 4.4 Repairs and Maintenance Policy
- 4.5 Recharges Procedure
- 4.6 Tenancy Policy
- 4.7 Former Tenant Arrears Procedure
- 4.8 FTA Legal Remedies Procedure
- 4.9 Write on/Write off Procedure
- 4.10 Honesty Policy

### 5 Governance

<b>Effective From:</b>	01/10/2020	<b>Expires:</b>	30/09/2023
<b>Policy Owner:</b>	Regional Director – Dorset, Somerset, Devon & Cornwall		
<b>Policy Author:</b>	Policy Officer		
<b>Approved by:</b>	<i>Customer Community Network</i>		
<b>Delegation Matrix Reference:</b>	R096 - 7.1A 18	<b>Version Number:</b>	V 1.0