



PRIMA
GROUP

Charging Policy (Re-charges)

Contents

| | |
|---|---|
| Charging Policy | 3 |
| 1 Aim of the Policy..... | 3 |
| 2 Policy Statement..... | 4 |
| 3 Policy..... | 5 |
| 4 Monitoring, Delivery and Performance..... | 7 |
| 5 Document Control Data..... | 8 |

Charging Policy

Prima Group aims to provide, high quality, value for money services which contribute to the efficient and effective repair and maintenance of properties and assets. To achieve this aim, Prima Group relies on rent and service charge income, as well as taking practical steps to limit the loss of revenue or unnecessary expenditure. If we incur costs having to repair a property or carry out additional work as a result of a customer or others having damaged, neglected or otherwise mistreated it then we will recover those costs from the customer in full. This process is generally known as 'recharging' and includes recovering costs for repairs and other works that are the responsibility of the customer, in this policy we refer it is 'chargeable repairs or costs' as this is more easily understood by customers.

This policy sets out our approach to charging tenants, leaseholders, former tenants and others the cost of repairs or other work which is their responsibility or came about as a result of their actions or lack of action.

1 Aim of the Policy

1.1 This policy sets out Prima Group's position on chargeable repairs and costs for both existing, former tenants and leaseholder. We aim to manage our properties effectively and achieve value for money by ensuring we:

- Minimise carrying out work which is not our responsibility;
- Charge the costs back to those responsible, where known;
- Pursue those who do not pay, where it is cost effective;
- Enforce tenancy and lease conditions consistently;
- Keep our insurance costs affordable where practicable;
- Have a clear audit trail should customers dispute the charge.

2. The policy ensures that Prima Group complies with provisions regarding chargeable works as set in The Housing Act 1985, The Commonhold and Leasehold Reform Act 2002, the Housing Act 2004 and compliance with the Regulator for Social Housing's Consumer Standards:

- Treat all tenants with fairness and respect;
- Demonstrate an understanding of the different needs of tenants, equality strands and tenants with additional support needs;
- Provide a cost-effective repairs and maintenance service to homes and communal areas that respond to the needs of tenants, and aims to complete repairs and improvements right first time;
- Meet all applicable statutory requirements that provide for health and safety of customers in their home;
- Provide choice, information and communication that is appropriate to the diverse needs of customers in delivery of these standards;
- Have an approach to complaints that is clear, simple and accessible, ensuring complaints are resolved promptly, politely and fairly.

3. **Access and Communication** - Prima Group is committed to ensuring that services are accessible to everyone and will seek out alternative methods for access and service delivery when actual or believed barriers form, making it difficult for customers to engage with us.
4. **Equality and Diversity** - Prima Group is committed to ensuring that no person or persons will be treated less favourably than that of any other. Carrying out all duties with a positive regard to age, gender, race, disability, belief, sexual orientation or socio-economic circumstance.

2 Policy Statement

Prima Group will undertake all maintenance and other remedial works to properties to fulfil its duty as a responsible landlord (as outlined in the Housing Health and Safety Rating System HHSRS 2005).

2.1 Obligations in respect of HHSRS applies to those elements of the property that are, considered to be the responsibility of the owner or landlord, even when occupied. Responsibility for furnishings will lie with the tenant or leaseholder, unless provided by the Group.

2.2 Prima Group, through the sign-up process, will make all customers aware of what their responsibility toward maintenance and overall upkeep of the property. We also outline that mistreatment or neglect of the property may result in Prima Group pursuing payment for 'chargeable repairs' made up of the order charge plus V.A.T (Value Added Tax).

2.3 Prior to any chargeable works being carried out, Prima Group will attempt to collect payment or obtain agreement to pay in advance of service deployment. Where the repair is deemed an emergency Prima Group will attend and retrospectively request payment. An emergency will usually meet the criteria below:

- A risk to health and safety, which is of immediate danger to the customer or other members of the public or property;
- A danger to the security of the property;
- A repair that is likely to cause significant damage to the property if left unresolved.

2.4 Where there are breaches of tenancy that mean we have to initiate legal proceedings we will seek to recover costs we incur. Tenants and leaseholders will be told in advance that additional costs will be applied as part of our process for dealing with tenancy breaches.

2.4 Whilst applying the policy fairly and consistently to tenants and or leaseholders, time will be taken to ensure each case is dealt with on its own merits, giving Prima Group staff discretion to waive charges where the tenant is deemed vulnerable or for incidents that happen which are beyond their control.

2.6 Vulnerability will be determined on an individual basis and may include victims of crime, anti- social behaviour and or harassment, those experiencing mental health issues or domestic violence situations. All vulnerability issues will be looked at on a case by case basis.

3 Policy

3.1 Prima Group will apply a charge to tenants for damage caused either by themselves, members of their household or by visitors to their property in the following circumstances:

- Where there is deliberate, negligent or accidental damage caused to Prima Group fixtures and fittings in its properties, communal areas and land where it has management responsibilities.
- Where Prima Group incurs cost for clearing and ensuring adequate functioning of all aspects of drainage that is associated with the property, if found to be caused by misuse or neglect.
- Where Prima Group incurs costs for replacing damaged or stolen furniture or white goods which forms part of a furnished tenancy package or in communal parts of the building.
- Where Prima Group incurs costs for removal of items left in the property, out-buildings or on land associated with the tenancy or lease.
- Where Prima Group incurs a cost for removal of items which cause negative impact on the environment, its appearance and or threat to health, such as, infestations or needles.
- Where Prima Group incur costs to rectify unauthorised alterations causing damage to the property and/or breach health and safety regulations. These alterations may be detected during contractor attendance, routine inspection, tenancy audit, stock condition survey or at tenancy termination stage.
- Where Prima Group incur a cost for re-securing a property and making good any damage following Police forced entry where an arrest is made and leads to a conviction of an occupier, family member or visitor to the property.
- Where Prima Group incurs a cost for replacement items including entrance fobs, gain access, replacement keys and lock changes, due to tenant loss or misplacement.
- Where Prima Group incur costs associated with gaining reasonable access to carry out emergency repairs (including out of hours) or for cyclical safety testing, including associated legal costs.

- Where Prima Group incur costs for carrying out garden and or tree maintenance work that is deemed tenant responsibility.
- Prima Group reserve the right to recover costs of any abortive investment works, if proven that the tenant unreasonably failed to provide access or changed their minds after materials and or designs had been ordered or signed off.

The above list of chargeable items is not exhaustive, and Prima Group also reserve the right to issue charges, for all works that are the responsibility of the current and or former tenant or leaseholder.

3.2 Inappropriate emergency repair requests -Emergency repair requests will be monitored, and customers will be made aware that should the attending contractor deem the order inappropriate then a charge will be applied to cover the call out fee.

3.3 Missed appointments and 'No Access' - Customers will be advised when rearranging access following a missed appointment that any further missed appointments may incur a charge.

3.4 Crime related repair orders - Customers will be asked to provide a Police crime reference number should they report crime related damage or theft, where this isn't provided there will be a chargeable cost to the customer.

3.5 Payments - Where customers raise emergency, urgent or routine repairs that are deemed chargeable then Prima Group will normally seek full payment before works are issued. This will involve taking a payment over the phone if customers have access to a debit or credit card facility or by raising an invoice if they are unable to pay at the point of requesting the repair unless there is:

- A risk to health and safety;
- A risk of security to the property;
- Where a repair is likely to cause more damage to the property if not resolved;
- Where the repair forms part of the structure and exterior of the property that Prima Group has duty to maintain.

In these cases, Prima Group will issue the repair and will seek to recover payment from the customer retrospectively. We will inform the customer of the amount they will be expected to pay when the repair is reported and will also discuss payment options.

3.5.1 Where Prima Group discovers chargeable works that have not been reported as a repair, Prima Group will take action to recover costs for any remedial works required from customers and may take photographic evidence to support legal action. This will include damage or remedial works that are discovered upon relinquishment of tenancy or lease.

3.5.2 Where there are any breaches of tenancy that mean we have to initiate legal proceedings we will seek to recover costs as part of the legal proceedings. This may apply for example where a tenant fails to allow access for a mandatory annual gas safety check, or where we take action to recover rent arrears, and we incur additional legal costs or court expenses.

3.5.3 Prima Group will not seek to recover costs where customers can prove the chargeable repair was caused by circumstances beyond their control, for example, where they are victims of domestic abuse or harassment. Where appropriate Prima Group will look to bring criminal charges against the perpetrators and pursue reimbursement through the courts.

3.5.4 Arrangements to pay for chargeable repairs in instalments will be considered on a case by case basis. Prima Group will come to agreements based on the level of monies owed and the financial circumstance of the individual customer concerned.

3.5.5 Where customers refuse to pay in full or fail to abide by suitable arrangements to pay charges over a reasonable period, Prima Group will continue to contact the customer with a view to arranging payment. If payment is not made, Prima Group will review the options on the best way to pursue the debt, including taking legal action.

3.5.6 Where works which are of a non-urgent nature and which, if not carried out will not lead to further deterioration of the property, we may suspend such works until outstanding debts are cleared. We will not put the property or the health and safety of its occupants at risk through the suspension of any work.

3.5.7 Prima Group reserves the right to suspend or class as ineligible applications for housing from former customers that owe debts to Prima Group (or any other scheme landlord) for chargeable works until debts are cleared in full or appropriate arrangements to pay are established, in line with any Choice Based Lettings scheme we take part in.

3.6 Prima Group reserves the right to conduct further checks via credit reference agencies in pursuance of any chargeable debt where necessary, Prima Group will request a 'trace', within 12 months from the invoice date.

3.7 Where contact is lost with debtors or the debt is uneconomical to pursue, Prima Group will make provisions to write off the debt in accordance with the Financial Management Policy. Prima Group reserves the right to write-back these debts, should contact information about the debtor be obtained.

4 Monitoring, Delivery and Performance

4.1 The Income Manager will be responsible for monitoring and implementation of the policy and will provide internal performance information on the number of charges issued and collection rates.

4.2 Activities covered by this policy are subject to periodic audit review, both internal and external.

4.3 Prima Group will report to board annually on the number and financial value of charges raised and the level of outstanding debts owed.

5 Document Control Data

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