

## CHARGEABLE COSTS POLICY



### 1. BACKGROUND AND OBJECTIVES

- 1.1 This policy sets out our approach to charging customers for the cost of repairs, or other works, which are the customers' responsibility. The works or costs have occurred because of customer actions, or inaction in managing their tenancy and/or maintaining their home.
- 1.2 As a landlord, we have responsibilities to maintain and repair our homes and to assist customers in sustaining their tenancies.
- 1.3 Customer's responsibility regarding maintenance of their home (including garden and outbuildings) is detailed in their tenancy agreement and described in our repairs and maintenance section on our website for new customers.
- 1.4 This policy sets out the circumstances in which we would consider charging costs to a customer. Customers are directly responsible for any member of their household, visitors or persons residing in their home who cause property damage that that home (including any shared areas).
- 1.5 The consistent application of this policy will assist in delivering fair treatment to all our customers.

### 2. POLICY DETAIL

#### 2.1 Scope

- 2.1.1 This policy applies to all Alliance Homes customers renting a property from us. It also includes any member of their household, visitors or persons residing in their home (whether an assured, starter or contractual tenancy applies), leaseholders, and garage licences.
- 2.1.2 This policy also applies to customers that are subject to a fixed term tenancy that has been specifically granted by the Alliance Homes Group or its subsidiaries at a market rent.

#### 2.2 Definition of chargeable costs

- 2.2.1 We consider costs relating to the management and maintenance of our properties and tenancies to be chargeable when they:
  - (a) arise from some action or inaction by a customer or a member of their family or an invited visitor to their property; and

(b) are over and above our reasonable management expenditure.

2.2.2 The following are examples of the circumstances in which we regard our costs to be rechargeable. This list is not exhaustive.

- Damage or deterioration caused wilfully or through accident or neglect by a customer or a member of their family or an invited visitor to their property.
- Unauthorised works to their property or to the communal areas around it.
- Remedial work over and above 'fair wear and tear' when preparing a property for reletting.
- Gaining access to a property following repossession or abandonment.
- Disposing of belongings; and the property not being left in a clean and tidy condition.
- Providing an "out of hours" response for an emergency repair when it transpires that the customer has deliberately misled us, and the repair is not actually an emergency.
- Enhancement to the property or providing a service to enable the tenant to meet their tenancy obligations such as keeping the garden tidy.
- Request to gain entry to their property because they have lost their keys or electronic fob.
- Removal of items placed on Alliance Homes land without our consent, for example abandoned vehicles.
- Court costs relating to possession action or injunctions.

## **2.3 Policy principles**

- 2.3.1 We do not charge for a repair following criminal damage, if the customer has reported the damage to the police and provides us with a valid crime reference number. However, we do require them to sign a statement of the damage, and the circumstances in which it was caused.
- 2.3.2 We will not allow a customer to transfer to another AH property with an outstanding recharge on their account. The exception is where there are comprehensive management reasons that override the need to pay the charge.
- 2.3.3 As owners of the property that has been damaged, we are able to make a complaint to the police in support of an investigation and possible prosecution of the offender to seek to recover any relevant costs.
- 2.3.4 Although we are not obliged to undertake a repair that would be chargeable, we would carry out any repairs that are required to protect the health and safety of the customer and their household, as well as those that are necessary to protect our interest in the property.
- 2.3.5 We offer the facility to repay any charge by affordable instalments over a 12-month period. In exceptional cases, this period can be extended where severe hardship is demonstrated.

- 2.3.6 We can waive a recharge where the customer (or a member of their household) requires the works to be carried out due to health and safety issues and protection of the asset and that in doing so, undue hardship would be caused if payment were required. In these instances, the matter must be approved by a service manager or above.
- 2.3.7 If the chargeable costs have accrued due to incidents of domestic abuse, we are able to apply our discretion to the recovery of these costs. Each case will be reviewed on an individual basis and principles of our Debt Recovery Policy applied.

## **2.4 Assessment and recovery of chargeable costs**

- 2.4.1 The amount charged is either our actual expenditure or a standard charge that is representative of the costs incurred. The standard charges are reviewed on a regular basis. See Schedule of Rates at appendix A. A 5% admin fee plus VAT is applied.
- 2.4.2 We have in place procedures for the assessment and recovery of chargeable costs. All colleagues operating these procedures are trained to ensure consistent application. Our actions are governed by the principles of our Debt Recovery Policy.

## **2.5 Disputed costs**

- 2.5.1 Challenges over the nature or level of costs will be assessed in line with our Feedback policy and procedure, alongside this document and our Debt Recovery Policy.

## **3. MONITORING, CONSULTATION AND REVIEW**

- 3.1. Regular reports on performance against agreed targets and indicators are made to the Operational and Senior Leadership Team.
- 3.2 Key targets and Performance Indicators include:
- Percentage of recoverable chargeable debt recovered each financial year.
  - Amount written off each financial year

Tenancy Sustainability Manager is responsible for the implementation and review of this policy.

Customers, colleagues, and service users may be involved in giving feedback on this policy, leading to amendments where appropriate.

This policy will be reviewed within 2 years of its approval date.

## **4. EQUALITY AND DIVERSITY**

- 4.1 This policy is subject to a periodic Equality Impact Assessment (EIA).
- 4.2 The purpose of such an assessment is to consider the effect of the policy with regard to the recognised protected characteristics of equality and ensure that it does not unfairly impact any individual or group. The protected characteristics are; age, disability, gender reassignment, race, religion or belief, sex, sexual orientation, marriage and civil partnership, pregnancy and maternity or other grounds set out in our Equality and Diversity Strategy. Remedial action will be undertaken if a detrimental effect is identified.
- 4.3 The EIA also requires the policy author to consider whether the policy is likely to negatively impact on a person's Human Rights.
- 4.4 This policy and any other related Alliance Homes publications can be provided in other formats for those with visual, literacy or language difficulties

## **5. Appendices**

- 5.1 **Appendix A** – Schedule of Rates 2021

## **6 Glossary**

Relevant legislation is as follows:

- Housing Act 1988, as amended
- Landlord and Tenant Act 1985
- Human Rights Act 1998
- Equalities Act 2010

## **7. ASSOCIATED DOCUMENTS**

- 7.1 See also see the following documents:
- Rechargeable repairs, tenanted property
  - Rechargeable repairs, end of tenancy
  - Debt Recovery Policy
  - Repairs, Maintenance, and Improvements Policy
  - Empty Homes Management Policy
  - Tenancy Agreement
  - Leasehold Agreement

## 6. APPROVAL

<b>Approval stage</b>	<b>Date completed</b>
SLT	August 2021
Due for review before	August 2023
EIA approved	August 2021
EIA Review	August 2022