1. **Introduction**

One Manchester is committed to providing services that are fair, transparent and equitable. We also want to ensure that our stock and neighbourhoods are maintained to a high standard. We expect tenants to keep their homes, gardens and communal areas in good condition, undertake minor repairs and avoid acts or omissions that result in damage to their home. This policy sets out One Manchester’s approach to recharges and should be read in conjunction with One Manchester’s Repairs Policy.

**2.0 Aims and objectives**

The key aim of this policy is to establish and maintain a transparent approach to the issue of recharging tenants whilst ensuring the process involved is operationally effective and efficient. This policy applies to all One Manchester tenants and leaseholders - whether the work is needed as a result of their own actions/inactions, those of their family members, pets or visitors - and includes garage tenancies. The objectives of this policy are to give clear guidance on when recharges will be applied; the process for both tenanted and void processes and when discretion can be applied.

**3.0 Recharge definition**

Identifying a recharge is part of the general dialogue with a tenant at the original reporting stage. However, it is also the responsibility of an operative/contractor attending the property to carry out work or at a Surveyor/Neighbourhood Officer inspection. All relevant staff are required to determine whether this policy applies and to take responsibility for initiating it.

The policy will apply in the following circumstances. This is not an exhaustive list and managers have the discretion to identify other valid areas for recharge:

* damaged external and internal doors, windows and locks including damage to property caused by Police justifiably executing a warrant
* electrical faults caused by a tenants own appliances
* blocked drains, sinks, toilets, baths and showers caused by food waste, excessive build up of grease from cooking, sanitary items etc.
* broken windows
* deliberately damaged fixtures and fittings
* unauthorised alterations or building works
* acts of vandalism or neglect including graffiti
* forced entry/lock changes unless due to a crime and a crime reference number provided
* refixing radiators due to abuse/neglect or after being removed by a tenant for any reason
* replacing broken/damaged sockets and switches
* renewal of damaged bath panels
* damaged kitchen units
* damaged toilets, sinks, baths and wall tiles
* dumped rubbish or hazardous substances within any communal areas at or near the premises including garages or in any place other than a designated refuse amenity site
* failure to keep communal areas clean, tidy and free from obstruction
* failure to keep garden areas neat and free from rubbish
* failure to cut lawns, trim hedges and other garden greenery

We also reserve the right to charge for any additional costs related to service requests. Examples include:

* failure to allow access to a contractor on an agreed date
* failure to inform us if the repair is no longer required
* misrepresentation of the urgency of a repair to obtain an emergency response during normal working hours and/or out of hours
* failure to remove belongings to enable work to be undertaken
* failure to provide a safe, clean, smoke free environment for our employees and contractors to work in

**4.0 Process**

Some service requests will be made via the Out of Hours Service (OOH). In relevant circumstances OOH operators will advise tenants that the service they are requesting may be subject to a recharge. In some instances work may be carried out before we are aware of it. The OOH daily reports must be checked to identify recharges and to initiate the recharge process.

Generally, where recharge work is identified, tenants are expected to rectify the issue themselves or engage their own contractor – both within a reasonable timescale. Alternatively, One Manchester will carry out the work whether advance payment is made or not – if not retrospective charges will be applied and recovered. Where a tenant cannot or will not pay in full, payment instalments can be agreed with the expectation that the debt is repaid within 6 months of the charge being applied (NB - rent arrears take precedence as a priority debt).

If tenants choose to complete the work themselves - or employ their own competent contractor - we may, depending on the nature of the work, ask to post inspect it. All works involving gas or electrical installations must be undertaken by a Gas Safe or NICEIC registered contractor and we must be provided with the original certificate/s issued by that contractor.

Poor workmanship, incompletion or non-compliance will result in One Manchester undertaking rectification work which will be recharged to the tenant.

We will consider legal action for failure to allow access for work, inspections or post inspections, repeated property damage/rubbish dumping and poorly maintained gardens.

Where it can be demonstrated that due to lifestyle or neglect a tenant has had a disproportionately negative impact on the condition of their property compared to when they first occupied it, we may exclude the property from planned improvement programmes and further repairs limited to statutory repairs only.

Tenants will not be able to transfer if they have an outstanding recharge debt and/or other housing related debt over £500 and/or fail a property inspection. Unpaid debt due to recharges may result in legal action being taken for breach of tenancy agreement.

**5.0 Void Properties**

5.1 Pre-termination stage

5.1.1 Transfer applicant moving to non-partner tenure

When a tenant gives notice of tenancy termination, we will arrange to carry out a property and garden inspection to identify potential rechargeable works. If identified, tenants have the opportunity to undertake the work themselves with the requirement that the quality of work is satisfactory. Any recharge items will be photographed, itemised, costed and sent to the tenant during the notice period. All tenants must be informed that if additional/recharges are found once they have ended their tenancy the cost will be added to any original recharge balance. If the tenant chooses not to do the work themselves payment is due in the notice period. If payment is not made before tenancy termination– or the work not completed - the debt will be added to a former tenant account and the tenant placed on the Rehousing Review List (RRL) until the debt is cleared.

5.1.2 Transfer applicant offered another One Manchester property

Tenants offered another One Manchester property must pass a property inspection as above unless there are exceptional reasons for exemption. If the inspection fails this policy will be applied, the offer withdrawn and the tenant placed on the RRL until the situation has been rectified.

5.1.2 Transfer applicant offered a Manchester Move partner property

Tenants offered a property by a partner organisation must also pass a property inspection as above unless there are exceptional reasons for exemption. If the inspection fails the partner organisation will be informed with the expectation that the offer is withdrawn. Again, this policy will be applied and the tenant placed on the RRL until the situation has been rectified.

5.2 Post inspection stage

Upon tenancy termination (with or without notice) a void inspection will be carried out. Where any additional/recharge items are discovered at this stage further/photographic evidence will be retained on file for future reference. The items will be recorded, costed and, if a forwarding address known, a request for payment will be sent by our Debt Recovery Team. The debt will be added to the former tenant account and the tenant placed on the RRL as above.

5.3 Void recharges

The level of repair needed to a property because the exiting tenant has damaged it or has, through negligent action, allowed others (e.g. vandals) access to the property will be charged to that tenant. Other charges include the cost of removing rubbish and other items; and the storage and disposal of tenant’s belongings as required.

If tenant improvements or alterations are identified we will determine if permission was sought and given for the work and if the work is to a satisfactory standard. If the work does not meet these criteria, and remedial works are needed, the cost of this work will be recharged. If an approved alteration or improvement is to a satisfactory standard but a decision made to restore the property to its pre-improvement condition, a tenant will not be recharged for this work.

5.4 Non-standard items

Where non-standard items i.e. items that differ from our range of fixtures and fittings are found these may be left in the property for the incoming tenant if they do not pose a health and safety risk.

**6.0 Discretion and Exception**

If damage is caused by vandalism or criminal activity we will require a crime reference number to consider an exception to the policy. We will report criminal damage against our property to the Police and seek compensation to cover the cost of repair.

Discretion can be applied to waive recharges in households were there are child protection issues (and such assessments may include safeguarding referrals to the local authority).

Other discretion can be applied on a case by case basis after consideration of relevant facts.

**7.0 Disputed Costs**

Challenges to the nature or level of recharges will be dealt with through an appeals procedure.

**8.0 Equality**

In applying this policy One Manchester will ensure that all tenants receive an equal and fair service. We will meet the requirements of the Equality Act 2010 and our responsibilities under the Public Sector Equality Duty. An Equality Impact Assessment has been carried out on this policy.

Specifically, we acknowledge that tenants with certain disabilities may inadvertently cause more damage to their home than others and this will be considered in the application of this policy.

**9.0 Responsibility**

The Group Director of Communities is responsible for ensuring this policy complies with legislative requirements.

All contractors, staff members and OOH service operators are expected to comply with it.

**10.0 Monitoring, review and evaluation**

Feedback received from any customer satisfaction surveys will be used to inform amendments to the policy and improve service delivery.

We will monitor the number of recharges raised; the value of current and former tenant recharges and the collection rate of recharges where possible.

This policy will be reviewed every three years or in line with any legislative or regulatory changes.

**11.0 Legislation**

This policy has been written in accordance with relevant guidance and legislation, which includes:

Landlord and Tenant Act 1985

The Equality Act 2010

General Data Protection Regulations 2016

Tenant Involvement and Empowerment Standard

Home Standard

**12.0 Associated Policies**

Repairs Policy

Equality, Diversity and Inclusion Policy

Allocations Policy

Anti-social behaviour Policy

Internal and Partner Organisations Transfer Process