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# Customer Charges Policy



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# CUSTOMER CHARGES POLICY

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## 1. What is the purpose of this Policy?

- 1.1 FCHO seeks to provide excellent customer services in a fair and consistent manner, and also in a way which maximises value for money for the customers it serves. A number of services, including some repairs, are required to rectify problems which are the result of damage, which has been caused by tenants, former tenants or others, either through their direct damage or neglect or inaction. Where this is the case FCHO will seek to charge for these services in order to ensure that its resources are spent in the most appropriate way, to protect its assets, and to ensure that whoever is responsible for the cost of the service meets it.
- 1.2 This policy sets out the type of services and repairs FCHO will charge for, the circumstances in which this will be done, and how income will be recovered.
- 1.3 This Charges Policy has the following aims and objectives:
  - To contribute towards the efficient and effective management of FCHO's assets
  - To ensure that expenditure is effectively managed
  - To ensure that there is a consistent and transparent approach to charging customers
  - To set out the circumstances in which FCHO will make a charge
  - To set out how the amount of the charge will be calculated
  - To set out the required payment arrangements and recovery arrangements if payment is not made
  - To provide guidance on the circumstances where discretion may be exercised
- 1.4 The Policy applies to current and former tenants and leaseholders, and any other person where there is evidence that they have caused a situation where FCHO incurs costs which are within the scope of this policy. It does not include service charges, which are the subject of a separate policy.

## 2. Chargeable Services and Repairs

### 2.1 What is chargeable?

- 2.1.1 There are a number of categories of activities or services that FCHO provides that it will charge for. These are as follows:
- 2.1.2 **Removal of fly-tipping** – Where waste is fly-tipped on FCHO land, FCHO will seek to identify the person or persons who are responsible. Where this can be identified, FCHO will recover the costs of removing and disposing of the waste in full (officer and operative time, plus costs for disposing of the waste through FCHO's waste disposal site), plus an administration fee of £15.
- 2.1.3 **Garden or other clearance to address public health or potential nuisance issues** – Where the condition of a property or its garden/yard or other space is such that it presents a risk to public health or is a potential statutory nuisance, FCHO may carry out such works or clearances as are necessary to remove the health risk or potential nuisance if the tenant or person responsible does not do so after a reasonable period of time. This includes removal of items from communal or other areas where these may present a fire risk. FCHO will recover the costs of the work or clearance in full (officer time, plus the costs of any work or clearance), plus an administration fee of £15.

- 2.1.4 **Removal of waste/rubbish left in an empty property by a former tenant** – If a tenant leaves rubbish or personal items in their FCHO property when they leave, FCHO will recover the costs of removing and disposing of the waste in full (officer time, plus costs for disposing of the waste through FCHO’s tipping waste disposal site), plus an administration fee of £15.
- 2.1.5 **Repairs that are the tenant’s responsibility** – Repairs which are required due to fair wear and tear of fixtures, fittings and components will be carried out by FCHO in accordance with our tenancy agreements. However there are some circumstances in which FCHO will charge to carry out repairs. Where this is the case the cost will be recovered in accordance with a schedule of costs which will be published on FCHO’s website, plus an administration fee of £15. Repairs that are the tenant’s responsibility includes, but is not limited to, the following:
- Repairs that are required as a result of damage (either wilful or accidental), misuse or neglect caused by the tenant, a member of their household, or their visitor or pet. This includes clearing blocked sinks, waste pipes and toilets, lock changes as a result of losing keys etc. In the absence of a crime number from the police any damage to a property will be deemed to be the responsibility of the tenant. When a crime reference has been obtained by the tenant this does not remove the recharge responsibilities, and consideration will be given to the individual situation and charges will be applied if deemed appropriate.
  - Repairs that are required to a fixture, fitting, structure or other item that has not been provided by FCHO but which is required to ensure the property is maintained in a reasonable condition and continues to meet the Decent Homes Standard. This could include repairs to outbuildings, sheds, showers etc provided by the tenant (or which the tenant has requested is left in the property when they move in, if it was left by a former tenant);
  - Repairs that are required to put right any alterations that have to be removed when a tenant leaves a property, or to put right other work that a tenant has carried out but which is not to the standard that FCHO requires.
- 2.1.6 **Upgrades requested by the tenant, which are not required to address a health and safety issue** – From time to time tenants request enhancements or improvements to their property, which are above and beyond the standards which FCHO is obliged to provide in its properties. An example would include the provision of additional electric sockets that are above and beyond the number that FCHO deems necessary to meet the required standards in the property. When such a request is received by FCHO it will determine whether it is possible to meet the tenant’s request, and if so the cost that will be charged. The cost charged will be the cost of carrying out the work, plus an administration fee of £15.
- 2.1.7 **Removing a tenant’s fixtures/coverings etc to facilitate a repair which is FCHO’s responsibility** – Tenants are responsible for ensuring that FCHO’s operatives or contractors are able to access the area they need to work in, by removing carpets, laminates or other floor coverings, moving furniture, satellite dishes etc. If these items need to be moved and the tenant is unable to do this themselves, FCHO can provide this service through its Handyman Scheme. Costs are as published for that scheme.

- 2.1.8 Repairs that are required as a result of a tenant's failure to report or address another problem** - These are repairs that are required as the tenant has delayed reporting another repair or issue, and which would not be required (or required to the same extent) if the initial issue had been reported and addressed promptly. An example would include the cost of re-plastering a ceiling where it has been necessary as a result of a long term leak which the tenant did not report. The cost charged will be the cost of carrying out the work, plus an administration fee of £15.
- 2.1.9 Repairs or work that is required as a result of a tenant making unauthorised alterations to the property which need to be rectified** – If a tenant wishes to make alterations or improvements to their property they are required to obtain permission from FCHO, and to then carry these out in accordance with the approval given, and to the required standard. If a tenant does not do this, and fails to carry out the required repairs or reinstatement works within a reasonable period FCHO will carry out the work and recover the cost. This includes any work required to remedy damage which has been caused to any neighbouring properties. The cost charged will be the cost of carrying out the work, the cost of any inspections, plus an administration fee of £15.
- 2.1.10 Repeated failure to honour repairs or other appointments where the tenant has been advised of the appointment slot** – FCHO provides appointments for all repairs to be carried out (morning, afternoon or 'school run') and if a tenant misses two or more appointments in a 6 month period they will be charged for the abortive cost associated with raising the repair, making the appointment and attending. This will be charged at £25 plus an administration fee of £15.
- 2.1.11 Attendance at a repair which has been incorrectly raised or prioritised due to incorrect information provided by the tenant or their representative** – Upon receipt of a repair request, FCHO diagnoses the work required, the priority that it should be given and whether it is FCHO or the tenant's responsibility. Where the tenant (or their representative) has provided inaccurate information and this results in FCHO attending a repair which is the tenant's responsibility or chargeable, or attending out of hours as an emergency response, the tenant will be recharged for the visit. If the repair is chargeable but the tenant has not paid for this before attendance or the repair is the tenant's responsibility no repair will be carried out. The visit will be charged at £25 plus an administration fee of £15.
- 2.1.12 Cost of any works where specialist equipment and/or materials have been ordered and FCHO is unable to fit/install them** – If specialist equipment, materials or other parts have been ordered to carry out a repair or meet a specific need of a tenant and the tenant refuses to provide access or have it fitted, they will be charged for the cost of the items that have been purchased. The cost charged will be the cost of the materials, item or equipment plus an administration fee of £25.

## **2.2 Payment Requirements and Recovery**

- 2.2.1** Unless a repair is required to address a health and safety issue (for example a tenant has lost their key and cannot gain access to their property), all repairs must be paid in full by the tenant before FCHO will attend. Where the repair is required to address a health and safety issue and the payment cannot be made in advance of the works being carried out, the tenant must agree to pay for the repair and will be asked to sign to confirm they agree to this before the work will commence.
- 2.2.2** For all other charges an invoice will be raised and sent to the tenant or former tenant for payment. Payment is due within 14 days.

- 2.2.3 Where a tenant pays for a repair in advance of the work being carried out, or pays an invoice in respect of any emergency repair or other charge within the 14 day period, the administration fee will be waived.
- 2.2.4 Where the invoice is not paid within 14 days FCHO will take action as necessary to recover the cost, in line with its recovery procedures. This will include any additional charges and costs incurred in pursuance of recovery as set out in FCHO's standard recovery procedures.
- 2.2.5 In certain exceptional circumstances, for example where a person's vulnerability or circumstances mean that recovering the charge will lead to extreme hardship, FCHO may consider waiving a charge. This will be dependent upon the circumstances of the case, and each case will be considered on its merits, and the approval process will be in line with those for write off of rent or sundry accounts.

### 3. Legislative or other Guidelines

- 3.1 As a registered housing provider, FCHO is required to adhere to certain requirements to ensure it is providing value for money. This has become increasingly important in recent years as a result of the national policy agenda, which includes reducing costs, adapting to the challenges posed by welfare reform which impacts on our customers, and cutting costs to operate within the constraints arising from the government's rent reduction requirement.
- 3.2 The Homes and Communities Agency (HCA) regulates all registered housing providers, and FCHO therefore has to demonstrate that it is meeting all of the standards, including the Homes Standard, the Governance and Financial Viability Standard and the Tenancy Standard.

### 4. Links to FCHO Strategic Plan

- 4.1 The Policy supports the delivery of excellent customer services by ensuring that FCHO is using its resources appropriately and that expenditure is properly incurred, so that its customers can receive the services that they are entitled to in accordance with their tenancy agreements. In order to do this FCHO is continually seeking to identify unnecessary expenditure so that it delivers efficient services that provide value for money to its tenants.

<b>APPROVAL AND REVIEW</b>	
<b>Lead Officer / Author</b>	Siobhan McCoy, Property Care General Manager
<b>Consultation</b>	The review and development of this policy has been carried out by a working group comprising representatives from: The Asset Team, Income Team, Finance Team, Legal Team, Homeownership Team, Property Care Service, Repairs Client Service, Service Centre, Marketing and Communications Team and Neighbourhoods Team
<b>Equality Analysis</b>	The EIA was carried out in June 2017 and found there to be a low impact arising from the policy. A stage 2 assessment was not required.
<b>Approved by</b>	Leadership Team
<b>Policy Review</b>	The policy will be reviewed every three years or in line with legislative or regulatory changes. The Property Care General Manager will be responsible for leading the review.
<b>Electronic File Location</b>	S:/drive/FCHO Shared/Policy, Strategy and Assurance/Current Policies
<b>Copy available from</b>	Joanne Goodall, Governance and Corporate Support Manager

<b>VERSION TRACKING</b>	
<b>Version / Date</b>	No 1 July 2017
<b>Version Notes</b>	Re-developed and re-named from Rechargeable Repairs