

Customer Recharge Policy

1. Introduction

- 1.1 This policy sets out A2Dominion's approach to recharging customers when costs are incurred by A2Dominion as a result of unreasonable customer behaviour, such as causing damage to a property. Examples of when recharges will be applied are detailed within the policy.
- 1.2 This policy is relevant to all members of staff who work with customers in any A2Dominion property, and to staff in central services who are responsible for managing customer accounts.
- 1.3 This policy applies to all licensees, tenants, former tenants, shared owners, and leaseholders who reside, or did reside, in an A2Dominion property, and members of their household in accordance with the terms of their occupancy agreement and/or the law.
- 1.4 This policy is informed by the following regulation and statute:
 - Tenancy Agreement, Lease Agreement, and Garage Agreement
 - Housing Act 1985 and 1988
 - The Equality Act 2010
 - Anti-social Behaviour, Crime and Policing Act 2014
- 1.5 As a registered provider of social housing, A2Dominion's provision to customers is regulated by the Regulator of Social Housing. The Home Standard, states that: "Registered providers shall ensure a prudent, planned approach to repairs and maintenance of homes and communal areas. This should demonstrate an appropriate balance of planned and responsive repairs, and value for money".



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2. Policy aims and objectives

- 2.1 We aim to provide high quality homes for all customers. This policy supports this aim by ensuring that customers take responsibility for their properties, and that we are reimbursed for costs incurred that are the responsibility of customers, or former customers.
- 2.2 We care about our customers, putting them at the heart of what we do. We expect our customers to look after their homes, however, we do recognise that flexibility is important and in some circumstances it would not be appropriate to recharge customers (section 3 provides examples of when we may not recharge). This policy will only be enforced when appropriate.
- 2.3 We will recharge customers at our discretion, depending on the situation and on the terms of the occupation agreement. We will support customers to avoid charges wherever possible. We will do this by:
- Carrying out repairs in an appropriate timeframe as per our responsive repairs policy
 - Ensuring that customers are given sufficient notice for repairs and other appointments
 - Offering customers support from specialist teams, where appropriate
 - Being open and clear with customers in our actions and written communication so they know when they could be charged and can take steps to prevent it. For example, this includes carrying out inventories when a customer moves in and clearly stating in our correspondence that a recharge is possible.

3. What is rechargeable?

- 3.1 We reserve the right to recharge customers, or former customers, for any costs that we incur due to the customer not abiding by the terms detailed in their occupation agreement.
- 3.2 Some examples of when we would recharge a customer, or former customer, include, but are not limited to:
- Repairs where a property has been damaged outside of normal wear and tear, including damage caused by pets, wilful damage, neglect, or caused by crime where a crime reference number **has not** been provided
 - Anti-social behaviour carried out by a customer, household member, or visitor, resulting in damage in communal areas

- Missed appointments or refusing access when reasonable notice has been given, in accordance with our responsive repairs policy and terms stated in the occupancy agreement
- Any legal cost incurred that a court awards A2Dominion
- Pest control where the customer's actions or inaction is a likely cause or a contributory factor of the infestation
- Removal of bulk rubbish, fly-tipping, abandoned vehicles
- Garden works caused by customer neglect
- Lock changes due to customer losing keys or replacing keys/fobs
- Clearance of items left in a property after the customer has vacated the property, or cleaning beyond what is reasonable.

3.3 We may not recharge when:

- Damage is in line with fair and reasonable wear and tear
- Customers have missed an appointment because we did not give reasonable notice or because of exceptional circumstances
- Damage was the result of a crime, not committed by the customer. To evidence this, customers are required to provide a crime reference number
- Damage was the result of suspected or confirmed domestic abuse. A crime reference number is not needed in this instance
- The need for a recharge is directly caused by a customer's protected characteristics (for example, if a garden has been neglected due to a customer's disability meaning they are not capable of managing a garden and they have informed us of this).

3.4 We will continually review the application of this policy, including under what circumstances we will waive a charge. We will regularly review data to ensure that customers are treated fairly.

4. Paying recharges

4.1 We expect customers to adhere to the responsibilities laid out in their occupation agreements and will only recharge customer accounts when necessary. We expect that customers pay any charges that are owed as promptly as possible.

4.2 We will support customers and help them set up manageable payment plans to cover any charges on their accounts.

4.3 If a customer does not pay charges on their account, including recharges, we may take any of the following actions:

- Not allow mutual exchanges for any customers with debt on their account
 - Deduct the amount of the recharge from a customer's deposit (PRS properties only)
 - Apply to recover possession of the property (termination of an occupation agreement)
 - Issue legal proceedings for recovery of the money.
- 4.4 We may choose not to offer a new occupation agreement to any customer, or former customer, who has arrears with us, including for recharges.

5. Right to challenge

- 5.1 If a customer wishes to challenge a recharge, they should follow the Right to Challenge process detailed on their Recharge Letter.
- 5.2 Challenges will be heard by a manager who was not involved in the decision to recharge. Their decision is final.

6. Responsibility

- 6.1 Staff members who identify the need for a recharge are responsible for recording the evidence of the customer's liability for the costs (e.g. photographs of damage, records of conversations), and informing their manager and our finance team of the recharge reason and amount.
- 6.2 The customer's neighbourhood officer (or income officer for former customers) is responsible for notifying them of the recharge.
- 6.3 Our finance (income) team are responsible for posting the recharge onto a customer's account.
- 6.4 Our income team are responsible for collecting any charges on a customer's recharge account and taking any legal action necessary.

7. Definitions

- 7.1 Recharge – a recharge is when a cost incurred by A2Dominion because of a customer's actions (or that of their household member or visitor) is charged back to the customer.

- 7.2 Customers – the use of the word customer in this policy includes any individual who holds an occupancy agreement for an A2Dominion property. This also includes former customers.
- 7.3 Occupancy Agreement – the use of the term occupancy agreement in this policy includes any agreement between A2Dominion and a customer which gives them permission to reside in an A2Dominion property, including, for example, licence agreements, tenancy agreements or lease agreements.

8. Consultation

- 8.1 This policy has been written in consultation with Income, Neighbourhood, Repairs, Legal, Private Rental Sector, and Specialist Housing teams.

9. Equality, Diversity & Inclusion Statement

- 9.1 A2Dominion Group, colleagues, partners, stakeholders and contractors are committed to providing services, which are relevant and appropriate to the needs of people. We will treat others fairly and without discrimination.
- 9.2 We will ensure that all our services relating to this policy are accessible and available for all customers as set out in the requirements of the Equality Act 2010.
- 9.3 Also refer to the equality impact assessment (EIA) form and confirm that the EIA has been undertaken (together with any changes/action as a result) (contact corporate strategy team for help with the EIA)

10. Data Protection Statement

- 10.1 The protection of personal data is of great importance to A2Dominion Group and more than just a legal obligation.
- 10.2 A2Dominion Group and affiliate organisations are the data controllers registered with the ICO with the following registration numbers:
- A2Dominion Housing Group Limited: Z4843307
 - A2Dominion Homes Limited: Z9799978
 - A2Dominion South Limited: Z7835340
 - A2Dominion Housing Options Limited: Z5412073
 - A2Dominion Residential Limited: Z3391351

- A2Dominion Developments Limited: ZA103931
 - Pyramid Plus London LLP: Z3594227
 - Pyramid Plus South LLP: Z3594230
- 10.3 Our data protection policy and procedures are governed by the Data Protection Act 2018. We collect and process personal information in order to provide housing services and meet our contractual and legal obligations. All persons authorised to receive personal data are obliged to handle personal data in accordance with applicable laws and regulations at all times.
- 10.4 For information on how we collect, store, process and use customers' personal data, please visit our website on
- 10.5 For employee related privacy statement, please contact our HR team at people.support@a2dominion.co.uk
- 10.6 You can also contact the Data Protection Officer / Data Compliance team at governance@a2dominion.co.uk

11. Associated documents

- Recharge procedure
- Anti-Social Behaviour and Hate Crime policy
- Income Collection policy
- Repairs policy
- Recharge letter template
- Complaints procedure
- Complaints policy
- No Access process
- Domestic Abuse policy
- Customer Domestic Abuse procedure