



Recharge Policy

Housing Management Service

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What is a recharge?

The Housing Management Service is responsible for repairing and maintaining the structure of the homes we manage and, for tenants, internal fixtures and fittings provided by the Council when the tenant moves in.

Tenancy agreements state that the tenant is responsible for ensuring reasonable care is taken by themselves, as well as those living in or visiting their home to prevent damage to the property, decoration, fixtures and fittings, Council supplied furniture (where applicable), communal areas and any neighbouring properties.

Lease agreements state that the leaseholder is responsible for the performance of the covenants (promises) contained in their agreement for or relating to the repair, decoration or maintenance of their home.

The Housing Management Service recognises that most tenants and leaseholders will look after their homes. However, there will be a small minority who do not take care of their home or will not take responsibility for ensuring the terms and conditions of their tenancy or lease agreements relating to maintaining property standards are met. In these instances, the Service will carry out the work needed to bring the home back up to standard and charge the tenant for the work – this is called a 'rechargeable repair'.

The intention of this policy is not to penalise tenants and leaseholders for accidental damage but ensure that the Council has the tools to recharge those who wilfully damage or neglect their home.

How we identify a recharge

The types of works and repairs that might be rechargeable are:

- Repairs required because of negligence;
- Malicious or wilful damage which has not been reported to the Police, or has not been classed as a crime by the Police;
- Removal of graffiti and rectifying any damage it may have caused;
- Work required to amend alterations made by the tenant or leaseholder to the property without the correct permissions;
- Items required to be cleared from communal areas, where a tenant or leaseholder has failed to remove the items themselves;
- Repairs required where we have had to legally force entry to a property to carry out essential work;
- Replacement of lost or broken key fobs;
- Storage of goods following eviction; and
- Court costs or legal fees as appropriate.

Following the end of a tenancy, the Housing Management Service will also consider recharging for:

- Missing items (e.g. fire doors);
- Alterations to the property that do not meet the Housing Management Services' Lettable Standard;
- Damage considered outside of fair wear and tear;

- Clearance of rubbish and floor finishes (including items left in loft spaces, gardens and communal areas);
- Removal or lopping of trees and garden clearance where this was the tenant or leaseholders responsibility and has not been maintained; and
- Removal or making good of any fittings or fixtures added by the tenant or leaseholder.

A final inspection of the property will be carried out by a Housing Officer before the property is vacated by the tenant to ensure all rechargeable repairs have been completed to the satisfaction of the Housing Management Service.

How we calculate a recharge cost

Once a recharge has been identified, a report will be created which shows each item requiring repair, the details of the repair work needed, and an estimated cost. This report will be used to create an invoice for the cost of completing the work, and this invoice will be sent to the lead tenant(s) for the property in question.

The cost of recharges will vary dependant on the cost of the repair needed and are in line with the schedule of rates agreed with the repairs contractor unless a specialist service is required.

Admin fees are also added to all recharge invoices, these may vary but are usually a £20 charge.

How we recover recharge payments

Payments for a recharge can be made in full through payment of the invoice or through standing order or direct debit. Where tenants or leaseholders are unable to pay the amount due for a recharge in full, a repayment plan can be discussed and, if appropriate, agreed at a reasonable and affordable level.

Where an invoice has been issued but the tenant or leaseholder fails or refuses to pay the sums owed, the matter will be dealt with in accordance with the Council's debt recovery procedure.

Where an invoice is raised against an estate and there are no funds available, the executor/administrator of the estate, next of kin or other persons managing the financial affairs must provide a copy of the deceased's closing bank statement.

If there are multiple debts owed by the tenant, the payment of rent arrears will always be the priority debt. Tenants and leaseholders should not need to be reminded to pay outstanding charges after they have been notified that payment is due.

Disputes and exceptions

We understand that there may be occasions where a tenant disagrees with a decision we've made about a recharge, or there may be situations that require further individual consideration.

If a tenant or leaseholder wants to dispute a recharge, then this must be put in writing to the Housing Management Service within 10 working days of the invoice being sent. This written dispute should provide (where relevant):

- Proof of how the damage was caused if the tenant or leaseholder is suggesting they are not responsible (e.g. a crime reference number);
- Evidence of vulnerability or safeguarding issue; and/or
- Evidence of severe financial hardship.

When a dispute is lodged, a response with a decision will be provided to the tenant or leaseholder within 20 working days. If the required evidence is not received, then it will be assumed that the tenant or leaseholder no longer wishes to pursue the dispute.

A disputed recharge will be investigated by the Manager for the relevant service area. If, after investigation, the original costs are upheld then the tenant or leaseholder will be advised of the steps required to pay the amount owed.

The cost of a recharge may be waived (in full or in part) in exceptional circumstances where evidence can be provided to justify the waiver, e.g. it might be appropriate to waive the charge if a tenant or leaseholder has disclosed prolonged or considerable disability, mental health issues, learning difficulties or where a recharge would contribute to or result in considerable financial hardship.

The Housing Management Service has the right to refuse to carry out rechargeable repairs, providing that by doing so we are not placing the tenant or leaseholder or any other residents at risk of harm and that we are not acting in breach of any legal obligations. Refusals may be made where previous charges have not been paid or repayment plans have not been kept to.

Resident responsibilities

Leaseholders are responsible for all items within the demise of their lease.

Tenants have responsibility to maintain (this list is not exhaustive):

- Draught exclusion, provided the doors and windows fit reasonably;
- Fitting TV aerials/satellite dishes (subject to permission);
- Repairing minor cracks to plaster;
- Adapting doors to accommodate carpets;
- Fixing minor gaps between skirting boards and doors;
- Fitting extra catches and safety devices to doors and windows;
- Installation of burglar alarms;
- Replacing locks in the case of lost keys;
- Plumbing in washing machines and dishwashers; and
- Repairs and replacement of floor coverings e.g. carpets, vinyl, hardwood or laminated floorboards (subject to permission).

In exceptional circumstances, where a repair relating to the above list is urgent and/or the tenant is unable to carry out or organise the work themselves, then the Service may complete the repair on behalf of the tenant, requiring an upfront payment if appropriate or applying a recharge after the fact.

Tenants are responsible for supplying and fitting:

- Small bathroom fixtures such as: shower heads, toilet seats, bathroom cabinets, towel rails, toilet roll holders, plugs and chains on sinks, baths and basins.
- Curtain rails;

- Washing lines, tidy-driers and rotary driers;
- Plugs and light fittings;
- Shelving;
- Mirrors;
- Coat and hat hooks.