

East Devon District Council

Recharge Policy

Issue details	
Title:	Recharge Policy
Version number	Version 2.1
Officer responsible:	Sophie Davies
Authorisation by:	Graham Baker
Authorisation date:	September 2021

1 Previous Policies/Strategies

Version 2.0

2 Why has the council introduced this policy?

This policy has been introduced to review and coincide with the development of a new tenancy agreement to explain the process of recharging tenants for repairs required on Council properties due to damage, neglect, misuse or abuse by tenants, residents, members of their household or visitors to their home.

3 What is the council's policy?

3.1 Definitions

3.1.1 The following definitions apply to this policy

- **Tenant** – anyone who holds a Council tenancy or is a leaseholder with EDDC
- **Council property** – any property owned by the Council including, accommodation, land, car parks, garages, gardens, communal and shared areas
- **Wilful damage** – for example, damaged doors or windows, DIY which has damaged the fabric/structure of the property or its internal parts
- **Neglect** – for example, damage to doors and graffiti to walls
- **Accidental damage** – for example, knocking a light fitting with a ladder when decorating
- **Emergency repair** – a repair that is required to removed immediate danger to people, avoid flooding or major damage to the property, make the property secure, or restore total loss of heating in the winter
- **Owner-Occupier** – an owner of a property that was previously owned by the Council; a leaseholder.

3.2 Tenant's responsibilities

3.2.1 The tenancy agreement sets out which repairs tenants are responsible for. Tenants are advised that they must keep their home in a reasonable condition and leave it clean and tidy when they end their tenancy. We will recharge the tenant for the cost of repairing any damage they have caused and/or the clearing, storage and disposal of any items left behind. This policy will align alongside our partnership with Ian Williams LTD. Tenant responsibilities are highlighted in the handbook and on the website.

3.2.2 If a tenant undertakes any alterations to a Council property and if the works are not up to an acceptable standard, they will be required to make good. If they fail to complete works to an acceptable standard then the tenant will be recharged for any costs incurred to make good. A Council representative will be post inspecting any alterations to our property.

3.2.3 If a tenant undertakes any alterations to a Council property without prior written consent, they will be required to seek retrospective consent from the Council. If consent is declined then the tenant will be required to remove any alterations. Alternatively, the council will carry out the work required with the cost recharged to the tenant.

- 3.2.4 Where we have clear evidence that a defect or damage to any Council property has been caused by neglect, misuse or wilful damage by the tenant, or by members of the household including visitors to their home, the tenant will be held responsible and will be recharged for costs incurred.
- 3.2.5 Where works are required because the tenant, a member of their household or a visitor to their home has deliberately or accidentally caused damage to the property, the tenant will be recharged. This includes damage to any Council property; for example fixtures and fittings in their home, garden, garages or any communal fixtures or fittings owned by the Council and that are the responsibility of the tenant to replace or repair if lost and/or damaged.
- 3.2.6 If the property has been damaged due to criminal activity, for example a smashed window or forced door, where there is a valid crime reference from the Police, the repair will not be recharged to the tenant. This will only apply if the tenant is a victim of the criminal activity (e.g. the damage was not caused as a result of their own criminal behaviour).
- 3.2.7 In an emergency we may have no alternative but to enter your home without notice by any necessary means. An emergency in this case would be a situation that could cause personal injury or damage to your home or a neighbouring home. Tenants should refer to their tenancy agreement for more information on emergency access to their accommodation.
- 3.2.8 Genuine emergency repairs must be reported to ensure tenants are safe and secure in their homes. However, if the repair is not an emergency or not as urgent as the tenant stated or if it is for work which is not considered to be our responsibility, we reserve the right to recharge any costs incurred for making the visit. Tenants should refer to their tenant handbook for more information on emergency and urgent repairs.
- 3.2.9 Where the tenant has refused access for us to carry out our statutory obligations, (e.g. the annual gas service) we reserve the right to recharge the tenant for any costs incurred to gain access. This may include obtaining an injunction.
- 3.2.10 If a tenant is out when we visit for a pre-arranged repair appointment, we may recharge for any costs incurred.
- 3.3 Assignments – Mutual Exchanges
- 3.3.1 Prior to tenants mutually exchanging properties, we will inspect the property to identify repairs and any tenant improvements or fixtures which are not the landlord's responsibility.
- 3.3.2 We will advise the incoming tenant that in assigning or surrendering their tenancy they accept the property in its existing condition. The tenant will be required to sign a disclaimer to this effect.
- 3.3.3 In particular the tenant will be issued a report detailing the following:
- Any fixtures and fittings installed by the outgoing tenant which are not the landlord's responsibility
 - Defects caused by the outgoing tenant which are not the landlord's responsibility, for example broken door handles or holes in walls.
- 3.4 Other recharges
- 3.4.1 We will recharge for any costs incurred by:
- Replacing any lost or broken door entry key fobs or keys and for changing locks
 - Storing tenant's goods following eviction
 - Removing graffiti and rectifying any damage
 - Vandalism to Council property, where the Court has prosecuted the perpetrator or where the individual has admitted the damage
 - Taking legal action where the tenant has prevented us from carrying out our legal obligations

- Clearing items from communal areas
 - Damage identified following routine property inspections
 - Removal of trees or hedges which are not our responsibility, if these are deemed to be dangerous or overgrown
 - Tidying of gardens that have been neglected or are overgrown
 - Wilful damage caused to the solar PV system (where it is installed)
 - Using the Council's Handyperson to carry out specified works on the tenant's behalf that are not included in the Handyperson scheme
 - Damage caused by excessive hoarding of items within the property
 - Clearing dog fouling
 - Garage evictions (to include clearance costs and lock changes)
 - Damage to car parking areas and the removal of unauthorised vehicles
 - Damage to fences and gates owned by us
 - Removing abandoned or non-roadworthy vehicles
 - Damage to the structure of the building
 - Attending a power failure caused by blown light bulbs or faulty appliances
 - Attending a blocked waste where the resident has not tried to clear it themselves, or where the cause of the blockage is deemed to be through neglect or misuse
 - Removing rubbish or items left at the property on ending a tenancy
 - Damage to communal TV aerials
 - Excessive Cleaning required to a property due to neglect
 - Any other circumstances that cause an unreasonable cost to the Council
- 3.4.2 Owner-occupiers may be responsible for payments towards the cost of the upkeep of paths, car parking areas, roads, general ground maintenance and the upkeep and maintenance of septic tanks. This will be dependent on the clauses specified in their conveyance. Leaseholders will be responsible for paying any costs included in their annual service charges.
- 3.4.3 If items have to be removed from a communal area, such as clearance of furniture or a personal item, and the person responsible is not known, the tenants within that block will be recharged in equal amounts, where it is considered to be appropriate and reasonable in the circumstances to do so.
- 3.4.4 We reserve the right to refuse to carry out rechargeable works provided that by doing so, we are not putting tenants at risk. This may be due to non-payment or where repayment arrangements have not been kept.
- 3.5 Collection of charges
- 3.5.1 When a rechargeable repair is identified, the tenant will be advised of the approximate cost of that repair.
- 3.5.2 Any works we carry out whether on behalf of a tenant or due to them refusing to accept responsibility for the works, where this results in a security and/or health and safety implication, they will be recharged and the normal recovery procedures will be followed. The tenant will be given the opportunity to arrange for the work to be carried out themselves.
- 3.5.3 If rechargeable works are carried out to empty properties or garages where the tenant has absconded or moved away, then these debts will be pursued by our sundry debts team. If all other means of recovery have been exhausted, we will consider passing this to a collection agent.
- 3.5.4 Where a rechargeable repair is identified, tenants can carry out works themselves. They can also engage a qualified specialist if necessary. This individual must have public liability insurance and be appropriately registered for the applicable trade, for example a qualified registered electrician or gas engineer.

- 3.5.5 All works must be completed to a standard accepted by us. The relevant planning permissions and building regulations need to be obtained by the tenant at their own cost. Where applicable, the tenant is required to provide certification and to dispose of waste in line with waste regulations.
- 3.5.6 EDDC will assist with the cost of an asbestos survey where necessary.
- 3.5.7 Where we carry out works, we will issue a recharge invoice to the tenant. If the tenant is unable to pay for the works in one payment, we will look to agree a payment plan.
- 3.5.8 When necessary and appropriate, we will commence legal action to recover any unpaid sums. Any costs incurred for taking such action will be recharge to the tenant.
- 3.5.9 Recharges will only be written off in exceptional circumstances in line with the Write off policy.

3.6 Exceptions

- 3.6.1 We reserve the right to waive the cost of a recharge in exceptional circumstances; however this will be at our discretion.
- 3.6.2 If damage is caused to the property as a result of domestic abuse actions or antisocial behaviour, the tenant will be advised to report the incident to the police to obtain a valid crime reference. The tenant will not be recharged, but the third party, where known, will be pursued for the damage.

3.7 Reducing repairs

- 3.7.1 We carry out tenancy home checks at our properties to ensure tenants are looking after their homes. Cases of damage and/or neglect will be recorded and followed up. We will help tenants who need support to maintain their tenancy.
- 3.7.2 We will provide information about recharges to current and prospective tenants during the sign up process and this is reiterated in the Tenancy Agreement. A copy of this policy is available to view on the Council's website and also available on request.
- 3.7.3 We will promote the availability of low cost home contents insurance to new and existing tenants. Tenants are encouraged to take out household insurance.

3.8 Complaints

- 3.8.1 We will deal with any complaints about our service in accordance with our Complaints procedure.

4 Equality impact considerations – the policy is high relevance to equality if it has a big impact on residents and users of the service
High

5 Data protection considerations

b) The collection and use of tenant's personal data will not exceed that agreed to in their tenancy agreement

If selecting option c) – please provide a summary of additional personal data required and how this will be obtained and used below.

Click or tap here to enter text.

The [EDDC Data Protection Policy](#) provides further information on how we store and use personal information.

The following privacy notice(s) provide further information on how we will use tenant's personal data, how it is gathered, and how long we will retain this information, and what rights tenants have in relation to this.

Housing Services - Enforcing conditions of tenancy agreement

Choose an item.

All our privacy notices can be found on the EDDC website (<https://eastdevon.gov.uk/access-to-information/data-protection/privacy-notices/>)

6 Appendices and other relevant information

7 Who authorised the policy/strategy and date of authorisation.

HRB September 2021

8 Related Policies/Strategies, Procedures and Legislation

- Garage Management Policy
- Mutual Exchange Policy
- Tenancy Agreement
- Recharging Procedures
- Complaints Procedure
- Gas Safety Policy
- Pets in Council Houses policy

9 Policy date for review and responsible officer

The policy will be reviewed every 3 years with the next date due in January 2023.