

**Mid Devon District Council**

**Recharges Policy**

Policy Number: OBS 002

**September 2018**

## Version Control Sheet

**Title:** Recharges Policy

**Purpose:** To review the Recharges Policy in accordance with good practice and relevant legislative requirements.

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**Consultation:** This document was sent out for consultation to the following:

Director of Operations  
Cabinet Member for Housing  
Tenants Together Group  
Group Managers  
Leadership Team

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Title	Date	Version Approved
Director of Operations		
Cabinet Member for Housing		
Tenants Together Group	12 October 2017	V3.1
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Group Managers		
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## **1.0. Introduction**

- 1.1. This policy statement outlines Mid Devon District Councils, Building Services approach to the recovery of recharges. These are costs for any repairs/work that the Council have been required to carry out to a Council property following damage, unauthorised or non-compliant DIY, neglect, misuse or abuse by tenants, residents, members of their household, or visitors to their home, and leaseholders or the leaseholders tenants.
- 1.2. In addition, it covers the cost of clearing redundant possessions left when a property is vacated, any work carried out by Mid Devon District Council 'the Council' to repair or maintain the property that is the resident's responsibility, or any costs relating to non-statutory works requested by the tenant or leaseholder such as the Handyman Scheme.

## **2.0. Scope**

- 2.1. This policy explains how we will deal effectively with recharges, including those arising from damage, non-standard alterations, or for the cost of clearing redundant possessions left by tenants. The rationale behind this policy is to ensure that payment is received for services carried out on behalf of the tenant, resident or leaseholder.
- 2.2. This policy covers the following items:
  - Tenant's responsibilities
  - Unauthorised and substandard alterations
  - Neglect, misuse and wilful damage to property
  - Accidental, deliberate or criminal damage
  - Misreporting of repairs
  - No access given / 'carded' appointments
  - Assignments – mutual exchanges
  - Other recharges
  - Collection of recharges
  - Exceptional circumstances
  - Reducing occurrences
  - Appeals
  - Complaints

## **3.0 Related Documents**

- Tenancy agreement
- Lease
- Garage and GGRP (Garage Ground Rent Plot ) Tenancy Agreement
- Income Management Policy
- Improvements to Council Properties Policy
- Garage Management Policy
- Car Park Management Policy
- Pets and Animals Policy
- Hoarding Policy
- Fire risk in Communal areas Policy
- Anti-social Behaviour Policy
- Neighbourhood Management Policy
- Tenancy Changes Policy
- Leaseholder's Handbook
- Tenant's Handbook
- Repairs Handbook
- Former Tenant Procedure
- Gas Safety Policy and Electrical Safety Policy
- Corporate Debt Policy and Debt Recovery Procedure

#### 4.0 Definitions

4.1 For the purposes of this policy, the following definitions apply:

- **Tenant** – means any person, or registered provider of social housing that has a tenancy agreement with the Council or is a leaseholder with the Council
- **Council Property** – means any land/property owned by the Council either as the freehold or leasehold owner
- **Wilful Damage** – damage caused to Council Property intentionally
- **Neglect** – damage caused to Council Property due to neglect
- **Misuse** – damage caused to Council Property/land by incorrect or improper use, for example, damage to doors and graffiti to walls
- **Accidental damage** – damage caused to Council Property/land accidentally, for example, knocking a light fitting with a ladder when decorating
- **Emergency repair** – a repair that is required to remove 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

- **Tenancy Agreement** – any tenancy agreement with the Council's Housing Service, including Council house/flat tenancies, garage tenancies, garage ground rent plot agreements, tenancy at will agreements and any other agreement whereby a person is in occupation of housing land owned by the Council
- **Uncontainable leak** – a leak that cannot be contained by the largest container capable of being placed underneath the leak or cannot be contained by using an isolation valve (excluding the mains stop tap). NB. If the container is filling to the top within 12 hours this is deemed to be uncontainable

## **5.0 Tenant's Responsibilities**

- 5.1 Tenancy Agreements relating to Council houses set out which repairs Tenants are responsible for. It advises Tenants that they must keep their home in a reasonable condition, and leave it clean and tidy when they end their tenancy. It states that we will recharge the Tenant for the cost of making good any damage they have caused and clearing any damage they may have caused and cleaning any items left behind.
- 5.2 All other types of Tenancy Agreements set out the Tenant's responsibilities for repair and maintenance of land/property they are occupying

## **6.0 Unauthorised and Substandard Alterations**

- 6.1 If a Tenant undertakes any alterations to a Council property without prior written consent from the Council, works must cease immediately and the Tenant must seek retrospective consent. Where the Council deems that the intended work is not suitable or acceptable then the Tenant must reinstate the property to its original condition.
- 6.2 If works are carried out by a Tenant that do not meet an acceptable standard, the Tenant will be required to rectify the matter and make good any issue identified.
- 6.3 If a Tenant fails to complete works to an acceptable standard after being notified of the matter then the Tenant will be recharged for any costs incurred by the Council.
- 6.4 There will be an expectation that whoever undertakes the work on behalf of the Tenant is competent to do so, in the case of Solid Fuel, Gas, or Electric, qualified and registered with the appropriate governing body at the time such as HETAS, NICEIC or Gas Safe is a necessity. Certification will be required for the work and failure to provide such certification will deem the work potentially dangerous and as such unacceptable.

## **7.0 Neglect, Wilful Damage and Misuse of the Council Property**

- 7.1 Where the Council has 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. In extreme cases the Council will commence legal proceedings. Neglect for example would include failing to dispose of rubbish properly, losing keys, putting nappies, baby wipes and other inappropriate items down the toilet. Wilful damage for example would include damaged doors or windows, DIY which has damaged the fabric/ structure of the property or its internal parts.

## **8.0 Accidental, Deliberate or Criminal Damage**

- 8.1 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, gardens, 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.
- 8.2 If the property has been damaged due to criminal activity for example a damaged window or door, provided there is a valid crime reference (not a call log number) from the Police, the repair will not be recharged to the Tenant.
- 8.3 We will liaise with the Police after the crime has been logged to ensure that they are satisfied that a crime has been committed, but if the incident has been incorrectly reported, and the crime was committed by a Tenant or the Tenant refuses to press charges, the Council will recharge the Tenant for the repair.

## **9.0 Damage Caused by the Police or Emergency Services**

- 9.1 Where the Police are executing a warrant and/or have a justified reason to forcibly enter a property, any damage caused during this process will be recharged to the Police, unless a criminal activity is discovered during the entry of the property. In this case the Tenant would be recharged for any damage caused in executing the warrant.
- 9.2 Where the Police or other emergency services undertake a forced entry of the property for the health and welfare of any adult occupant(s), then no recharge will be applied and the cost will be absorbed by the Council.
- 9.3 Where the Police or other emergency services undertake a forced entry of the property for animal or child welfare reasons then the Tenant will be recharged for any damage caused during the entry.

## **10.0 Misuse of Reporting Repairs**

- 10.1 Genuine emergencies 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 they stated, or it is for work which is not considered to be the Council's responsibility, the Council will recharge the Tenant any additional costs incurred for making this visit.
- 10.2 Tenants are referred to the 'Repairs Handbook' for further information on the definitions of emergency and urgent repairs. Alternatively, further information can be found on the Council's website site at [www.middevon.gov.uk](http://www.middevon.gov.uk).
- 10.3 Examples of misuse of reporting repairs could include\*:

- Requesting an emergency repair for a loss of power where trip switches have not been reset or appliance check has not been completed
- Requesting an emergency repair for a loss of power where there is no credit on the meter
- Requesting an emergency repair for a boiler repair where there is no credit on the gas meter
- Requesting an emergency repair for a boiler where the system has been over pressurised by the Tenant, Tenant's family or other member of the household or friend/visitor
- Describing a containable leak as un-containable
- Reporting a blocked waste where the Tenant has not tried clearing it themselves with a plunger and the visiting operative is able to clear it with a plunger
- Reporting an emergency repair to a door that is secure and functional
- Requesting an emergency or urgent repair on the basis that there is no secondary source of heating or hot water when there is
- Requesting a repair to a light fitting, where the Tenant has not yet attempted to fit a new bulb, tube or starter
- Reporting a faulty lock where the issue is actually a lost key

*\*Please note that this is not an exhaustive list*

10.4 The customer service team or housing technical support team member will issue a verbal recharge warning during the repair reporting process in order to allow the Tenant to consider their description/request. This will enable Tenants to avoid unnecessary recharges or alternatively employ the services of the 'Handyman Service'.

### **11.0 'No Access' and 'Carded' Appointments**

11.1 Where the Tenant has had suitable notice and refused access for the Council or its appointed contractor to carry out our statutory obligations, for example the annual gas service or cyclical electrical test, the Council will recharge the Tenant for any costs incurred with the aborted visit and any subsequent attempts to gain access. This will include lost officer time, travel costs, administration fees, and court costs where applicable.

11.2 If a Tenant is out or does not answer the door when we visit for a pre-arranged repair appointment, the Council will recharge the Tenant for any costs incurred with the aborted visited.

### **12.0 Assignments – Mutual Exchanges**

12.1 Prior to Tenants mutually exchanging Council properties, the Council will carry out an inspection of the property to identify necessary repairs and any Tenant improvements, fixtures or fittings, and potential damage which are not the Council's responsibility and also comply with any statutory duties.

12.2 The Council will advise the incoming Tenant that in assigning or surrendering their old tenancy they accept the new property in its existing condition. The Tenant will be required to sign a disclaimer to this effect that places the costs of works arising from the exchange to fall on them as the in-coming Tenant. In particular the Tenant will be informed in writing of:

- Any fixtures and fittings installed by the outgoing Tenant which are not the Council's responsibility
- Defects caused by the outgoing Tenant which are not the Council's responsibility, for example broken door handles or holes in walls

12.3 It will not always be possible for Council Officers to identify every non-standard fixture and fitting, poor DIY job or damage to property. The responsibility therefore lies with the incoming Tenant to carry out a full inspection with the outgoing Tenant.

12.4 The Council will not accept liability for non-standard items, DIY or damage on the basis that it was not apparent during the inspection.

### **13.0 Other Recharges**

13.1 We will recharge the Tenant for any costs incurred by the Council in\*:

- Replacing any lost or broken door entry key fobs or keys and for changing locks
- Storing Tenant's belongings following vacating the Council Property
- Removing graffiti and rectifying any damage
- Relation to 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 the Council's responsibility, if these are deemed to be dangerous or overgrown
- Tidying of gardens including shrubs and trees that have been neglected or are overgrown
- Wilful damage caused to the solar PV system where it is installed

- Use of the Council's Handyman scheme to carry out specified works on the Tenant's behalf
- Damage caused by excessive hoarding of items within the property/land
- Clearing dog fouling
- Garage or garage ground rent plot evictions (to include clearance costs and lock changes)
- Damage to car parking areas and the removal of unauthorised vehicles
- Removing abandoned or non-roadworthy vehicles
- Damage to fences and gates owned by the Council
- 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 Tenant 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/land on ending a Tenancy Agreement
- Damage to communal TV aerials
- Excessive cleaning required to a property/land due to Neglect
- Emptying septic tanks and associated costs, such as administration costs
- Unnecessary water damage caused to a Council property where a Tenant has refused to turn the stop tap, or refused access to remedy a leak
- Carrying a gas safety check as a result of two or more Tenants wishing to undertake a mutual exchange
- Carrying an electrical safety check as a result of two or more Tenants wishing to undertake a mutual exchange
- Any other circumstances that cause an unreasonable cost to the Council

*\*Please note that this is not an exhaustive list*

13.2 Private property owners- 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 the private property owner's conveyance or transfer. Leaseholders will be responsible for paying any costs included in their annual service charges.

13.3 The Council reserves 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 previous non-payment of a debt or where it is unlikely that repayment arrangements will be kept.

## 14.0 Key Component Lifespans

14.1 Two of the key components within a property have a recognised lifespan as laid down by the 'Decent Homes Standard'.

14.2 Under the 'Component lifetimes and definition of 'in poor condition' used in the national measurement of the disrepair criterion' table at Annex A of the Decent Homes Standard, a kitchen is deemed to require replacement at 30 years and a bathroom at 40 years. However it is recognised that in reality social landlords and Tenants prefer these amenities to be replaced more frequently, to enable them to be maintained at a reasonably modern standard.

14.3 Taking this into consideration and in order to have reasonably modern facilities the legislation set a replacement date at 20 years for a kitchen and 30 years for a bathroom.

14.4 Provided that the Tenant regularly cleans, looks after, and does not subject the component to abuse or misuse, there is no reason why these two components should not last the lifespan stated.

14.5 Examples of actions that could reduce the lifespan of the component are:

- The use of incorrect cleaning products
- Lack of cleaning
- Excessive water on or around the kitchen units or worktop
- Failure to use a chopping/cutting board, and cutting directly onto the worktop
- Placing hot pans onto the worktop
- Slamming kitchen unit doors and drawers
- Swinging/hanging off kitchen doors and drawers

14.6 Where it is evident that an early replacement is required and this is likely to be due to misuse or abuse, the Tenant will be recharged. However due to the lifespan of the components this will be done based on the age of the component to be replaced, for example:

- |                               |   |                             |
|-------------------------------|---|-----------------------------|
| • Kitchens 1 to 5 years old   | = | 100% of replacement cost    |
| • Kitchens 5 to 10 years old  | = | 75% of replacement cost     |
| • Kitchens 11 to 14 years old | = | 50% of replacement cost     |
| • Kitchens 15 & 17 years old  | = | 25% of the replacement cost |
| • Kitchens 18 to 20 years old | = | No Charge                   |
| • Bathrooms 1 to 7 years old  | = | 100% of replacement cost    |
| • Bathroom 8 to 16 years old  | = | 75% of replacement cost     |
| • Bathroom 17 to 21 years old | = | 50% of replacement cost     |

- Bathroom 22 to 27 years old = 25% of replacement cost
- Bathroom 28 to 30 years old = No Charge

## 15.0 Collection of Charges

- 15.1 When a rechargeable repair is identified, the Tenant, and/or leaseholder/freeholder will be advised of the approximate cost of that repair (a schedule of rates for rechargeable repairs is kept by the Repairs team).
- 15.2 Bulky waste charges can be obtained by contacting the Council's Customer Services team. Tree management charges need to be quoted for individually.
- 15.3 Any works the Council carry out whether on behalf of a Tenant or due to a Tenant refusing to accept liability for a repair that is their responsibility, where the said disrepair could constitute a security and/or health and safety matter then it will result in a recharge and the normal recovery procedures will be implemented.
- 15.4 If rechargeable works are carried out to empty properties, garages or garage ground rent plots where the Tenant has absconded or moved away, then these debts will be pursued using the Council's former tenant procedures. If all other means of recovery have been exhausted, the Council will consider passing this to a debt recovery agent. A record of the former Tenant and the outstanding debt will be held against that individual for future reference on the Council's housing management system.
- 15.5 Tenants can carry out works themselves, and they can also engage a qualified specialist if necessary, for example where works relate to heating or lighting. The individual or company used must have public liability insurance and be appropriately registered for the applicable trade, for example a qualified registered electrician or gas engineer.
- 15.6 All works must be completed to a standard accepted by us. The relevant planning permissions, building regulations and asbestos survey results 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.
- 15.7 Where the Council carry out works, a payment agreement may be completed and signed by the Tenant confirming that they are accepting liability for the works. The Council will issue a recharge invoice for any works undertaken by us. Payments for any work should be made by the Tenant prior to works being carried out unless agreed otherwise. Where this is not possible an arrangement plan will be made with the Neighbourhood Officer or other relevant Officer.
- 15.8 Where works are non-statutory or non-urgent, the Council reserves the right to refuse to carry out works until full payment is made. If this work is not carried out by the end of the tenancy, the rechargeable cost of works will be raised as a void recharge.
- 15.9 A recharge invoice will be raised even where the Council have no forwarding address, for example when a property has been abandoned or a Tenant evicted. Former

tenancy debts will be pursued in line with the Housing Services Income Management Policy and the Corporate Debt Policy.

- 15.10 If there are multiple debts owed by the Tenant and they are unable to pay the recharge outright, the payment of rent arrears will remain the priority debt. The recharge sub account will be put on hold until the rent account is cleared.
- 15.11 When necessary and appropriate, the Council will start legal action to recover any unpaid sums. Any costs incurred for taking such action will be recharged to the Tenant. The Council will not take legal action against Tenants where repayment agreements have been made and are being complied with.
- 15.12 Recharges will only be written off in exceptional circumstances where it is agreed that the debt is irrecoverable, in line with the Housing Services Income Management Policy and the Corporate Debt Policy.

## **16.0 Exceptions**

- 16.1 The Council reserves the right to waive the cost of a recharge in exceptional circumstances; however this will be at the Council's discretion.
- 16.2 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. Crime references will be followed up, and if the police find that damage was not caused by criminal action, the recharge will remain with the Tenant.
- 16.3 Also, when considering raising any recharge, the Council will take into account any protected characteristics as defined within the Equality Act 2010 of a Tenant.

## **17.0 Reducing Occurrences**

- 17.1 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.
- 17.2 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 is also available on request.
- 17.3 We will promote the availability of low cost home contents insurance to new and existing Tenants. Tenants are encouraged to take out household insurance.

## **18.0 Appeals / Disputes**

- 18.1 Tenants have a right to dispute or appeal a recharge if they feel that the recharge has not been raised in line with the recharges policy, or if there is evidence that has not been considered.
- 18.2 Disputes can be dealt with informally by phone, email or letter, should a Tenant wish to discuss this with their Neighbourhood Officer or a Repairs Officer.

18.3 Disputes can be formally dealt with as a service request.

18.4 First time disputes or appeals cannot be dealt with as formal complaints in the first instance.

18.5 Disputes will be considered regardless of whether payment has been made by the Tenant.

## **19.0 Complaints**

19.1 Were a Tenant is dissatisfied with the outcome of their response to their formal service request then the formal complaints process can be initiated.

19.2 We will deal with any complaints about our service in accordance with our Complaints Procedure. Details are available on the Council's website at [www.middevon.gov.uk](http://www.middevon.gov.uk) or available by telephone on 01884 255255.

## **20.0 References**

- Environmental Protection Act 1990
- Waste (England and Wales)(Amendment) Regulations 2012
- Equality Act 2010

## **21.0 Equality and Diversity**

21.1 The Housing Service will tailor its services to meet the diverse needs of individuals. We foster good relations with people when providing services to eliminate discrimination and to promote equality of opportunity.

## **22.0 Review**

22.1 This policy has been written in line with current relevant legislation. The policy will be reviewed and revised to reflect any legislation requirements and/or other guidance or good practice. The next review of this policy is due September 2022 and every 4 years thereafter.