



Oadby & Wigston
BOROUGH COUNCIL

Recharge Policy

2022

Date approved by Housing Service Manager	
Committee	
Committee Approval Date	
Implementation Date	
Review Date	
Version	1

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1. Introduction

- 1.1 This policy outlines Oadby & Wigston Borough Council's approach to recharging tenants for any repairs or services that have been carried out to a Council property, garage or communal area due to damage caused wilfully, through negligence or accidentally by a tenant, a member of their household or a visitor to their home. In addition, it covers the cost of clearing redundant possessions when a property is vacated and any work carried out by the Council to repair or maintain the property that is the tenant's responsibility. The cost of the repairs or services would be regarded as a 'Recharge'.
- 1.2 The Council will recover a Recharge for works and/or services carried out due to a tenant's non-compliance with the terms of their tenancy agreement during the tenancy or when the property has been vacated.
- 1.3 The policy will set out the housing services work that current or former tenants may be charged for.

2. Purpose

- 2.1 The purpose of this policy is to ensure that the Council adopts a consistent, fair and transparent approach to recharging tenants for repairs or maintenance works that are not normally the responsibility of the Council.
- 2.2 The aims of this Policy are:
- To ensure that recharges are dealt with transparently and efficiently
 - To recover the cost of recharges from current and former tenants
 - To ensure that associated costs are pursued from those tenants who cause damage to their property wilfully, through negligence or accidentally
 - To maximise income by the recovery of debts in relation to rechargeable items
- 2.3 Reasonable wear and tear within properties is expected, this will not be regarded as a Recharge.

3. Council Responsibilities

- 3.1 As a landlord, Oadby & Wigston Borough Council have certain responsibilities to maintain and repair our properties. These responsibilities are set out in the various Housing Acts, Landlord & Tenant Act 1985 and the Human Rights Act 1998, and are detailed in a the Tenancy Agreement and Tenant Handbook.
- 3.2 The Council is responsible for repairing the structure, the communal areas and the outside of the property and for making sure fixtures and fittings for electricity, gas, sanitation, and water are safe and in working order. The tenant will only be charged if the cause of these works was due to tenant damage or neglect.

4. Tenant Responsibilities

- 4.1 The Tenancy Agreement sets out which repairs tenants are responsible for. This makes it clear that if the tenant fails to carry out his/her responsibilities covered in their tenancy

agreement, any costs incurred by the Council to undertake repairs or maintenance work to the property will be recharged to the tenant.

4.2 The tenant's responsibilities for looking after their home are outlined in the Tenancy Agreement, specifically within the following sections:

- Section 6 – Repairs and Maintenance
- Section 10 – Gardens
- Section 11 – Boundaries, Paths and Driveways
- Section 13 – Use of Communal Areas

5. Rechargeable Items

5.1 Identifying a Rechargeable Item

5.1.1 A Rechargeable Item is defined as any work that Oadby & Wigston Borough Council has to carry out in order to ensure a property is safe and/or suitable for re-letting for which the tenant is responsible for. A Rechargeable Item may be identified in a number of ways:

- the tenant reports a repair and a Rechargeable Item is identified
- the repairs & voids officer identifies a Rechargeable Item during an inspection
- the contractor identifies a Rechargeable Item during a visit or inspection
- any Oadby & Wigston Borough Council Officer identifies a Rechargeable Item at a tenancy visit

5.2 Examples of a Recharge

5.2.1 A Recharge can arise in many situations. The following are examples and do not form an exhaustive list:

- Repairing any damage to the property, garden or communal area
- Repair and/or replacement of damaged fixtures and fittings
- Cost incurred by us as a result of a breach by you of conditions in relation to the tenancy agreement
- Costs incurred as a result of maintaining your garden
- Repairs undertaken in an emergency on behalf of the tenant e.g. lock replacement due to lost or misplaced keys
- Repairs for which the tenant is responsible, that the Council agrees to carry out. This will apply in circumstances such as where there are health and safety concerns and to prevent further damage e.g. to carry out corrective work
- Rectifying any alterations a tenant has made without the Council's permission, or which were not completed to an acceptable standard
- Recharging for items that are missing once a tenancy has ended

- Cost of cleaning and clearing the property, garden, sheds or outbuildings if left in an unsatisfactory condition at the end of the tenancy
- Repairs and/or improvements requested by the tenant that are not normally the responsibility of the landlord
- Emergency repairs e.g. making safe glazing, water leaks, hot water, heating, fire, flood, problems with gas and securing a door if required following forced entry

5.3 Forced entry/Fear for welfare

- 5.3.1 On any occasion where the police are in possession of a warrant to gain lawful entry to a property, the police have no liability for the damage which may be caused in securing the entry. The tenant will still have to pay for any repairs even if no one was arrested or any items found.
- 5.3.2 On any occasion where forced entry is gained due to a fear for welfare or to prevent damage or further damage for example to cap a water leak or gas leak, these cases will be looked at on a case by case basis taking into consideration the full circumstances. A decision will be made by the Housing Service Manager as to whether the tenant will be recharged for any repairs.

5.4 Alterations/Repairs made by tenants

- 5.4.1 Alterations and home improvements are effectively damage to the property if they have:
- been carried out without the Council's permission, **see Section 6.18** of the tenancy agreement
 - not been carried out to the required standard, or
 - not been maintained or are unsafe

6. Tenant option to repair damage

- 6.1 Whenever possible tenants should be given the option to repair any damage themselves at which point they will be advised by the Council of the acceptable standards required. If they take up the option a reasonable timescale should be agreed, in writing, by which time the work should be completed.
- 6.2 Where a tenant has opted to repair damage themselves rather than the council carrying out this work, an inspection of the work will be carried out by the Repairs & Voids inspector post repair. This is to ensure that works are completed to the required standards and if not, the Council will bring the repairs up to the required standard and the tenant will be charged for this.
- 6.3 It may **not** be possible to give a tenant the opportunity to do the work if it is a threat to the health and safety of the tenant and/or other people.

7. Expected property standards

- 7.1 When a tenancy is coming to an end, the following standards are expected to avoid a Recharge being incurred:

- re-instate any unauthorised alterations to the property or any authorised alterations that are subject to the condition that they are reinstated at the end of your tenancy agreement
- remove all of your furniture, personal belongings and rubbish from the property
- ensure the property (including the garden, outbuildings and loft space) is left in a clean and tidy condition
- clear and dispose of all your personal belongings, furniture, rubbish and personal effects
- make good any damage to the property
- any alterations or additions that have been carried out without written permission must also be returned to their original state

7.2 Any permitted alterations that have been made to the property by the tenant may remain in the property, providing these are deemed acceptable there will be no recharge incurred to the tenant.

7.3 Where Oadby & Wigston Borough Council incurs costs to collect, store or dispose of any furniture, goods or personal items that a tenant has failed to remove from the property a Recharge would apply.

7.4 In some circumstances the Council may exercise discretion and allow a tenant to leave certain items in the property if the council is satisfied with the cleanliness and the standard of the items.

8. Former tenants

8.1 Rechargeable work may be identified when a property is inspected before the vacating tenant moves out. The tenant needs to be given the opportunity to put the works back to re-let standard prior to them moving out. However, most rechargeable work will be discovered when furniture and fittings have been removed and the property is vacant. Photographic evidence will be taken at this stage.

8.2 In all cases where the address of the former tenant is known, an invoice will be raised at the earliest opportunity for any completed chargeable repairs or services utilised to bring the property back to re-let standard.

N.B. We cannot give a former tenant the opportunity to do the work after they have moved out.

9. Exceptional Circumstances

9.1 In exceptional circumstances where the Officer or Contractor feels that the tenant should not be charged for a repair or service, evidence should be submitted to the Senior Officer / Manager who will decide on a case by case basis whether a Recharge will be applied.

9.2 Waiving of a Recharge will be at the considered if a Senior Officer / Manager or other delegated officer finds that it would not be beneficial to pursue a recharge based on individual circumstances.

10. Repayment

10.1 When a Recharge is identified, the tenant will be notified at the earliest opportunity and advised of the approximate cost. An invoice will be sent to the tenant following the repairs or services being carried out. This invoice will show the total cost of works, the outstanding balance due and any VAT applied as appropriate.

10.2 If the tenant is unable to clear the outstanding balance, an affordable realistic agreement can be made with the tenant based on their household's financial income. This also needs to take into account frequency and method of payment to ensure this debt is cleared in a reasonable time frame, ideally within 12 months of the works being carried out.

11. Subsequent Rechargeable Items

11.1 If the tenant has outstanding debt for a previous repair/works that have been carried out, subsequent non-essential repairs will **not** be carried out unless:

- The tenant has reduced the current recharge debt by 50%, or
- The tenant has been adhering to a repayment plan for a period of at least 3 months, or
- The tenant makes a payment to reduce the current rechargeable debt by 50%

Important note: The identification of a rechargeable item will trigger an investigation by the Housing Officer (each time) to assess if there is a need to take enforcement or supportive action.

11.2 In exceptional circumstances and whereby the above criteria cannot be met, the Housing Officer will carry out a financial assessment to establish the tenants ability to pay. A decision as to whether the repair or service should go ahead will be reached by a Senior Officer or Manager providing a contribution payment is made towards the existing debt.

12. Appeals

12.1 Where a tenant disagrees with or disputes the amount of a Recharge, an appeal can be made to review the decision. The tenant must submit their appeal in writing which will be dealt with by an appropriate manager who was not involved in making the original decision. The appeal should be addressed to:

The Housing Manager
Oadby & Wigston Borough Council
Council Offices
Station Road
Wigston
Leicestershire
LE18 2DR



EQUALITY ASSESSMENT

PART 1 - INITIAL SCREENING

Name of Policy/Function: Recharge Policy	X	This is new
		This is a change to an existing policy
		This is an existing policy, Function, not previously assessed
		This is an existing policy/function for review

Date of screening	7 th June 2022
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1. Briefly describe its aims & objectives

<p>The Recharge Policy outlines Oadby & Wigston Borough Council's approach to recharging tenants for any repairs or services that have been carried out to a Council property due to damage caused wilfully, through negligence or accidentally by a tenant, a member of their household or a visitor to their home.</p> <p>The Recharge Policy aims are to:</p> <ul style="list-style-type: none"> • Ensure that rechargeable repairs are dealt with transparently and efficiently • Recover the cost of rechargeable repairs from current and former tenants • Ensure that associated costs are pursued from those tenants who cause damage to their property wilfully, through negligence or accidentally • Maximise income by the recovery of debts in relation to rechargeable costs

2. Are there external considerations?

e.g. Legislation/government directive etc

<p>Landlord and Tenant Act 1985</p> <p>Housing Act 1985</p>

3. Who are the stakeholders and what are their interests?

The Council;

- To recover rechargeable repairs costs from tenants who have caused damages wilfully, negligently or accidentally
- To ensure that rechargeable repairs are dealt with transparently and efficiently
- To maximise income through the recovery of rechargeable repairs
- To ensure tenants are treated fairly and transparently

Tenants;

- To have an awareness of this policy to avoid incurring rechargeable repairs costs
- To understand the what repairs are being recharged and the reasons why
- To understand how to repay a rechargeable cost

4. What outcomes do we want to achieve and for whom?

The Council will want:

- to avoid liability for discrimination against tenants in identifying rechargeable repairs
- to notify tenants of a rechargeable repair at the earliest opportunity
- to take into consideration the tenants financial circumstances and ensure that tenants are able to repay costs in instalments where appropriate and necessary
- to ensure that repairs that pose a health & safety risk are completed irrespective of a tenants outstanding debts in relation to rechargeable repairs

5. Has any consultation/research been carried out?

Yes

- research into Recharge Policies adopted by other local authorities has been completed
- a consultation exercise has been completed

6. Are there any concerns at this stage which indicate the possibility of Inequalities/negative impacts?

Consider and identify any evidence you have -equality data relating to usage and satisfaction levels, complaints, comments, research, outcomes of review, issues raised at previous consultations, known inequalities) If so please provide details.

No

7. Could a particular group be affected differently in either a negative or positive way?

Positive – *It could benefit*

Negative – *It could disadvantage*

Neutral – *Neither positive nor negative impact or not sure.*

	Type of impact, reason & any evidence
Disability	Neutral
Race (including Gypsy & Traveller)	Neutral
Age	Neutral
Gender Reassignment	Neutral
Sex	Neutral
Sexual Orientation	Neutral
Religion/Belief	Neutral
Marriage and Civil Partnership	Neutral
Pregnancy and Maternity	Neutral

8. Could other socio-economic groups be affected?

e.g. carers, ex-offenders, low incomes, homeless?

No

9. Are there any human rights implications?

Yes/No (If yes, please explain)

No

10. Is there an opportunity to promote equality and/or good community relations?

Yes/No (If yes, how will this be done?)

Yes

- the consultation exercise the Council will ensure tenants, local residents, members and relevant agencies are aware of the Recharge Policy

- through creating an awareness of the introduction of a Recharge Policy the Council anticipates it will naturally promote equality and good community relations

11. If you have indicated a negative impact for any group is that impact legal?

i.e. not discriminatory under anti-discrimination legislation

N/A

12. Is any part of this policy/service to be carried out wholly or partly by contractors?

No

13. Is a Part 2 full Equality Assessment required?

No

14. Date by which a Part 2 full Equality Assessment is to be completed with actions.

N/A

Please note that you should proceed to a Part 2, the full Equality Impact Assessment if you have identified actual, or the potential to cause, adverse impact or discrimination against different groups in the community.

We are satisfied that an initial screening has been carried out and a full equality assessment **is not required*** (please delete as appropriate).

Completed by: Sunny Basran Date: 7th June 2022
(Policy/Function/Report written)

Countersigned by: Date:.....
(Head of Service)

Screened by:..... Date:.....

Equality Assessments shall be published on the Council website with the relevant and appropriate document upon which the equality assessment has been undertaken.