



**Melton
Borough
Council**

Housing Recharge Policy

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Version No:	1.0
Date:	February 2023

Approvals

Designation	Title	Date of Approval	Version
Portfolio Holder			

Distribution:

Title	Date of Issue	Version
SLT		
Website		
MIKE		

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1. Introduction

- 1.1 Melton Borough Council is committed to providing a responsive and effective housing repairs and maintenance service as a means of ensuring high levels of tenant satisfaction and protecting the value of its housing stock.
- 1.2 The Council has an obligation to carry out the majority of repairs that are needed in its properties, at no cost to the tenant, and this normally refers to when the fixture or fitting has worn out or come to end of its natural life.
- 1.3 Although the majority of Council tenants keep their homes in good condition, there are some tenants who cause damage either deliberately or through neglect or misuse and occasions when things go wrong resulting in repairs being required which would otherwise be the responsibility of the tenant. Where such jobs are required, the cost of these will be charged to the tenant and these are known as rechargeable repairs. The Council will carry out these repairs to prevent our property deteriorating further and will recover the costs. This ensures that tenants who look after their homes are not required to share the cost of repairs for those who do not. Failure to recharge for these works would deprive the Council of much needed income and increase the cost of service and rental levels for all our tenants.
- 1.4 The policy also applies to the recovery of the cost of clearing tenants' redundant possessions from communal areas or when a property is vacated and any work carried out by the Council or its contractors to repair or maintain the property that would normally be the responsibility of the tenant.
- 1.5 In addition to the costs for the repairs, the Council will also charge an administration fee.

2. Policy purpose

- 2.5 This policy will clarify the definition of rechargeable repairs and the circumstances where repairs will be recharged;
 - Improve the recovery of costs associated with rechargeable repairs.
 - Deter misuse or neglect of Council property by tenants and leaseholders.
 - Provide guidance to staff to ensure consistency is applied in the approach to these repairs and the circumstances where discretion can be exercised.
 - Outline the process for charging tenants for the cost of repairs.
 - Inform tenants how to request a review or to challenge the recharge.
 - To show how rechargeable repairs will be monitored in order to maintain equality and to seek continuous improvement.
 - To contribute to the efficient maintenance of the Council's housing stock and to ensure that properties and expenditure are managed effectively; and

- To efficiently and cost effectively manage tenancies by emphasising both the rights and responsibilities of tenants and to encourage positive tenant behaviour.
- By identifying and recovering these costs, the Council will be able to reinvest the money received to help improve both its services and its properties which will ultimately benefit tenants and leaseholders.
- To ensure that the cost of repairing items which are the tenants responsibility is not borne by the majority of tenants who adhere to the terms and conditions of their tenancy agreement.

3. Policy Aims

3.1 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

4. Policy Details

4.1 Council responsibilities

4.2 As a landlord, Melton 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 the Tenancy Agreement and Tenant Handbook.

4.3 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.

4.4 Tenant Responsibilities

4.5 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, plus and administration fee.

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

- Section 6 – Access to your home
- Section 7 – Repairs and maintenance
- Section 8 – Using your home
- Section 9 – Looking after your garden
- Section 11 – Vehicles and parking
- Section 12 – Structural changes, alterations, improvements or additions
- Section 18 – Moving out of your home

4.7 Rechargeable items

4.8 A rechargeable item is defined as any work that Melton Borough Council has to carry out in order to ensure a property is safe and/or suitable for re-letting 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, a contractor, or any Melton Borough Council Officer identifies a rechargeable item during an inspection

4.9 Examples of a recharge

4.10 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
- 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 the tenant not maintaining their 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 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 where the tenancy agreement clarifies that the tenant is responsible e.g. making safe glazing broken by tenant, securing a door if required following forced entry, etc.

4.11 Forced entry / fear for welfare

- 4.12 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 may have to pay for any repairs even if no one was arrested or any items found. The tenant may then be able to recover these costs from the police directly.
- 4.13 On any occasion where forced entry is gained due to a fear for welfare, to prevent damage or further damage, for example to cap a water leak or gas leak, these will be looked at on a case by case basis taking into consideration the full circumstances. A decision will be made by the Tenancy Services Manager or Assistant Director for Housing as to whether the tenant will be recharged for any costs incurred.

4.14 Alterations / repairs carried out by the tenant

- 4.15 Alterations and home improvements are effectively damage to the property if they have:
- been carried out without the Councils permission, **see Section 12** of the tenancy agreement
 - not been carried out to the required standard, or
 - not been maintained or are unsafe

In these circumstances the tenant will be recharged the cost of any rectification work required.

4.16 Tenant option to repair damage

- 4.17 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.
- 4.18 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 Housing Asset Team 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.
- 4.19 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.

4.20 Expected property standards

4.21 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

4.22 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.

4.23 Where Melton 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.

4.24 Former Tenants

4.25 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.

4.26 Where rechargeable work is required in a property where a tenant has passed away, a review of the circumstances will be undertaken by the Housing Officer and Void and Repair Coordinator before pursuing the recharge.

4.27 In 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.

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

4.29 **Exceptional circumstances**

4.30 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 (Senior Surveyor / Senior Housing Officer) / Manager (Housing Asset Manager / Tenancy Services Manager / Assistant Director of Housing) who will decide on a case by case basis whether a recharge will be applied.

4.31 Waiving of a Recharge will be 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.

4.32 In cases of domestic abuse, good practise will be followed in reviewing recharges, such as following DAHA guidance.

4.33 **Repayment**

4.34 When a Recharge is identified, the tenant will be notified at the earliest opportunity and advised of the approximate cost. A sundry debtor 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, administration fee and any VAT applied as appropriate.

4.35 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, normally within 12 months of the works being carried out.

4.36 On termination of the tenancy, any credit on the rent account will be used to pay off any outstanding rechargeable repair bills.

4.37 If the tenants / former tenant fails to either pay the amount or honour the repayment programme, then the matter will ultimately be referred to the courts for a legal remedy.

4.38 The Council's policy is to pursue all former arrears except where to do so is not cost effective. In all cases, the prospects of potential recovery of any former tenant debt will be assessed initially, and cases will also be reviewed and monitored regularly together with cost of any legal action to ensure value for money. Former tenant debt will be managed and collected via Melton Borough Councils Revenue's Team, so ensure a consistent approach to collect these debts in line with our Corporate Debt Policy. All former debts that prove to be irrecoverable will be Debts over £2500 this figure will need to go to Cabinet as

per our financial regs. Records of written off debts are retained by the Council so that future recovery action is still possible if the former tenant reapplies for housing later.

4.39 **Subsequent rechargeable items**

4.40 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%

4.41 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, as this is a breach of the terms of the tenancy agreement.

4.42 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 the Senior Surveyor or Housing Asset Manager, providing a contribution payment is made towards the existing debt.

4.43 **Recharging process**

4.44 If it has been established that it is chargeable, the tenant or leaseholder should be informed in writing:

- that the repair is rechargeable
- what the potential cost will be, and
- that they have the option to repair themselves (unless related to gas, electricity or water or urgent health and safety matter).

4.45 An evidence file will be created which will include photos (where possible) and details of all correspondence relating to the recharge.

4.46 Where a recharge is identified, an invoice will be raised and forwarded to the tenant after the repair has been completed. This will be sent within 28 days of the repair being completed.

4.47 All rechargeable repairs or other works will be charged at cost per item and will include cost of travel to the property, all materials and labour costs.

4.48 Where an emergency is reported out of hours that is subsequently found not to be an emergency, the applicable standard call out cost will be recharged and

will be added to the total recharge costs. This will also be applicable where a repair cannot be carried out because a previously agreed appointment is not kept and there has been no attempt to rearrange.

4.49 An flat charge will be applied for the administration associated with raising the recharge invoice. This fee is based on the actual cost to the Council and is currently £20 (inflation will apply).

4.50 Where a rechargeable bill is raised during a tenancy and remains unpaid despite recovery action it will be retained and added to any rechargeable bill when the tenancy ends.

4.51 **Appeals**

4.52 A tenant can request a review of the recharge raised if they have reason to disagree with the decision. This could be because:

- The reason for the recharge is incorrect
- They think the cost is incorrect
- They think that exceptional circumstances have not been taken into account

4.53 There are two stages to the review procedure as follows:

4.54 Informal review depending on how the recharge repair is identified, tenants will be advised on the phone or in person that the repair is classed as rechargeable and that they will be invoiced for the works once this has been completed.

4.55 At this time, a covering letter and invoice will be sent to the tenant. If the tenant wishes to dispute the recharge for any of the reasons given above, they should contact the Council by email or in writing within 21 days of receiving the invoice stating the reasons for the review

4.56 Formal review If the tenant is not satisfied with the decision of the informal review, the issue should be dealt with under the Council's Corporate Complaints Policy.

5. **Associated Legislation, National Standards and Regulation**

5.1 Housing Act 1985

5.2 Landlord and Tenant Act 1985

5.3 Housing and Regeneration Act 2008

5.4 The Equality Act 2010

5.5 Anti Social Behaviour, Crime and Policing Act 2014

6. Monitoring, Evaluation and Review

6.1 The Assistant Director of Housing Management is responsible for monitoring the implementation of this policy.

6.2 This policy will be reviewed every three years. In addition, it will be reviewed:

- Following information/ suggestions that the policy is not effective.
- To reflect any service enhancements; and/ or,
- Following the introduction of any relevant new legislation, regulations or guidelines.