



Recharge Policy

Index

1. Introduction
2. Definitions
3. Aims and Objectives
4. Identifying Rechargeable Repairs
5. Rechargeable Repairs - Deliberate, Accidental or Negligent Damage
6. Rechargeable Repairs - Void Properties (when you end your tenancy / mutual exchange)
7. Rechargeable Repairs – Other
8. How Recharges are Raised
9. Calculating the Cost and Payments of Recharges
10. Enforcement
11. Disputes and Exceptions
12. Review

1. Introduction

- 1.1. Brentwood Borough Council (the Council) is committed to providing a cost effective, efficient service whilst meeting all its legal including contractual obligations. This Recharge Policy sets out the items that existing and former tenants, leaseholders and those who have received other financial assistance may be charged for, how they will be identified and states how they will be dealt with.
- 1.2. The Council Tenancy Agreement states, amongst other things, that the Tenant, those living with the Tenant and their visitors must take reasonable care to prevent damage to the property, decoration, fixtures and fittings, Council supplied furniture (if applicable), communal areas and neighbouring properties.
- 1.3. The Lease Agreement states, amongst other things, that the Leaseholder shall be responsible for the performance of the covenants (promises) contained in the Agreement for or relating to the repair, decoration or maintenance of the property.
- 1.4. The Council recognises that the vast majority of Tenants/Leaseholders have high standards and will look after their homes. However, there are a small number of residents who do not value their homes or take responsibility for ensuring they comply with the terms and conditions of their tenancy or lease relating to property standards. This Recharge Policy provides guidance to tenants/leaseholders and to the Council and each case will be dealt with on its merits. In line with this

Policy the Council has the tools to be able to re-charge the residents who do not comply; and thereby help to keep rents and service charges low.

2. Definitions

- 2.1. Bulk Waste – Any build up of items which have not been disposed of in the correct manner including but not limited to: fly tipping, contaminated waste, white goods, unwanted furniture and appliances and general waste.
- 2.2. Communal Areas - These include shared entrances, halls, stairways, passages, balconies, yards, lifts, fire escapes, roads and paths leading from or to your home, grassed, cultivated, drying and play areas, forecourts and other shared areas within a development boundary. This list is not exhaustive.
- 2.3. Leaseholder(s) – The person(s) whom have purchased a property with a lease agreement and who share communal areas of a development with other residents.
- 2.4. Rechargeable Repair(s) - Repairs that are the result of damage or negligence to the property and/or its fixtures and fittings internally or externally by a Tenant or Leaseholder or a member of the Tenant/ Leaseholder's household or an invited visitor to the property and/or communal areas or where a repair falls outside the scope of the Council's i.e. Landlord's legal responsibilities.
- 2.5. Resident(s) – means Leaseholder(s) and/or Tenant(s)
- 2.6. Tenant(s) - The person(s) to whom the Council have granted the tenancy. If you have a joint tenancy, 'the Tenant' includes all joint tenants.
- 2.7. Those that have received financial assistance, usually relates to homeless applicants or those threatened with homelessness - Such as short term loans to assist with housing payments, rent deposit scheme, removal costs, pet kennelling costs and furniture costs.

3. Aims and objectives

- 3.1. The Recharge Policy sets out which repairs the Council are responsible for and which repairs are the responsibilities of the Tenant/Leaseholder.
- 3.2. The aims of the Recharge Policy are to:

- Promote a responsible attitude from Residents towards their property proactively through the provision of information and support and reactively by ensuring that costs, where justified, are pursued from those who are negligent or deliberately cause damage.
 - Ensure rechargeable items are set out with transparency, clearly communicated and dealt with efficiently and fairly.
 - Recover the costs of rechargeable items where justified from current and former Tenants, those who have previously received short term recoverable financial assistance and Leaseholders.
 - Maximise income by the recovery of debts owed relating to rechargeable items in the interest of both the Council and their Tenants and Leaseholders whilst having regard to the Council's overall statutory duties including to the vulnerable (such as through the provision of affordable repayment plans).
- 3.3. The Council is committed to providing a fair service to all its Tenants and Leaseholders. The Council aim to treat all customers fairly, and with respect and professionalism. To this end the Council will ensure that no individual is discriminated against on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief (including political opinions), sex or sexual orientation and that in the appliance of this Recharge Policy the Council will comply with their duties under the Equality Act 2010 including their public sector equality duty (section 149).

4. Identifying Rechargeable Repairs

Rechargeable Repairs will be identified in any of the ways set out below. This is not an exhaustive list and Rechargeable Repairs may be identified in other areas. Where rechargeable repairs are highlighted they will be dealt with in line with sections 8 ('How Recharges are Raised') and 9 ('Calculating the Cost and Payments of Recharges') of this document.

Through programmed inspection of the property

- 4.1. When a Tenant has been selected for an offer of alternative accommodation, the Housing Officer will complete a transfer inspection at the tenancy address.
- 4.2. Mutual Exchange – A Housing Officer will visit the property and advise the Tenant what improvements need to be made in order for the exchange to be progressed.
- 4.3. Pre-Termination Visit- Rechargeable repairs will be identified as far as practically possible before the property becomes vacant.

Through reactive visit

- 4.4. When the Council's employees/contractors are called to address a repair, the repair will be inspected to identify if the damage/repair has been caused either by negligence or deliberate damage. Where this has occurred, it will be reported back to the Property Services Manager, or other officer nominated for the purpose by the Head of Housing Services, for consideration to recharge for the call out and repair.

Through information received from external bodies (e.g. The Police, Social Services, Council Contractors)

- 4.5. In certain circumstances requisitions for repairs may be raised by external organisations and highlighted as rechargeable. In these cases details of any required repairs carried out will be sent to the Property Services Manager, or other officer nominated for the purpose by the Head of Housing Services, for recharge consideration.

Through self-reporting

- 4.6. When a Tenant reports their own repair, discretion will be exercised by the Customer Service Assistants, who can refer to Repairs Team for clarification. They will be asked to make a decision based on the information presented or held on our own records and the customer's circumstances.

Through report to CCTV staff out-of-hours

- 4.7. In an 'Out-of-Hours' situation, discretion will be exercised by CCTV staff who can refer to the Repairs team on-call Supervisor. They will be asked to make a decision based on the information presented or held on our own records and the customer's circumstance. If CCTV is unable to contact Property Services and the repair is deemed an emergency, work will be carried out and a retrospective recharge will be considered. The Resident will be made aware of this.

Through loan agreement

- 4.8. Where an applicant has agreed in writing to repay a financial assistance loan.

5. Rechargeable Repairs - Deliberate, Accidental or Negligent Damage

Rechargeable Repairs may be imposed for repairs caused by but not limited to any of the circumstances listed in sections 5 ('Rechargeable Repairs – Deliberate, Accidental or Negligent Damage'), 6 ('Rechargeable Repairs – Void Properties (when you end your tenancy / mutual exchange') and 7 ('Rechargeable Repairs – Other') in line with the

guidelines listed in section 8 ('How Recharges are Raised'). Decisions will be at the discretion of the Tenancy Services and Property Services Managers or such other officer which the Head of Housing Service may from time to time nominate for that purpose.

Rechargeable Repairs may be necessary

- 5.1. As a result of the negligence by a Tenant/Leaseholder this impacts on another resident. In such cases the repair to the affected property shall be dealt with in the normal way (section 8) but a recharge invoice will be sent to the Tenant/Leaseholder responsible for the damage caused, as defined under paragraph 2.4. e.g. Leaks into the property/s below which has been caused due to incorrect plumbing or plumbing done by a none certified plumber.
- 5.2. As a result of malicious actions (whether the perpetrator is known or not) and must be reported promptly to the police and a crime reference number obtained. Police incident numbers will be accepted in certain circumstances at the discretion of the Council.
- 5.3. Following malicious damage which have not been reported to the Police, or has not been classed as a crime by the Police (e.g. wilful damage caused by Tenants/Leaseholders, their visitors or pets to any part of the property or communal areas through an act of violence or mistreatment).
- 5.4. As a result of accidental damage, and each case will be considered on its merits, and discretion may be exercised depending on the circumstances, for example, where vulnerable people are involved.
- 5.5. The cost of removing graffiti and rectifying damage where this has been done by the Tenant/Leaseholder or visitors to the property.

6. Rechargeable Repairs - Void Properties (when you end your tenancy / mutual exchange)

- 6.1. The Council will charge Tenants, former Tenants and Leaseholders in line with section 8 ('How Recharges are Raised') and 9 ('Calculating the Cost and Payments of Recharges') of this Policy for the cost of making good any damage, replacement of missing fixtures and fittings, unauthorised alterations and removal of anything left in the home, garage or garden at the end of the tenancy. Due allowances will be made for expected fair wear and tear.
- 6.2. Particular attention will be given to:
 - Missing items (such as fire doors)

- Property alterations
 - Damage other than fair wear and tear
 - Clearance of rubbish, floor finishes etc.
 - Clearing out of lofts
 - Clearing gardens including removal of sheds (sheds in good condition may be left if agreed at pre-tenancy inspection by a Housing Officer)
 - Removal or lopping of trees where it is tenant responsibility and it has not been maintained
 - Repairs to pathways, fencing, outbuildings or property where damage has resulted as a consequence of unmaintained trees which are deemed Tenant responsibility
 - Removal or making good tenant fixtures
- 6.3. Where possible a final inspection of the property should be carried out by a Housing Officer before the property is vacated to ensure all Rechargeable Repairs have been completed to the Council's satisfaction.
- 6.4. Where it has not been possible to carry out an exit interview or final inspection, (for example when a Tenant has passed away), an inspection will be carried out as soon as possible after the property was vacated and any repairs required dealt with as outlined in section 8 ('How Recharges are Raised'). Care should be exercised to ensure necessary repairs can be attributed to the outgoing Tenant(s) and did not occur since the property became vacant, or were not in that condition when the vacating tenant moved in.
- 6.5. Each case will be considered on its merits and discretion may be exercised depending on the particular circumstances, for example where vulnerable Tenants are involved.

7. Rechargeable Repairs – Other

- 7.1. Unauthorised alterations by a Tenant/s where the Council cannot grant retrospective consent - Any works that are required to bring the property back up to an acceptable level in accordance with the Decent Homes Standard and the Property Lettings Standard taking into account all relevant legislation relating to Health and Safety
- 7.2. Replacement of lost or broken door entry key fobs by a Tenant/s – the cost of replacing lost/stolen keys and the cost incurred in gaining entry to change the lock(s) including garage and shed locks and keys.
- 7.3. Storage of a Tenant(s) goods following eviction – The property should be left clean, tidy and empty. If belongings are left in the property, the Council will apply the provisions of section 41 of the Local Government (Miscellaneous Provisions)

Act 1982 ('lost and uncollected property'). If the items are not removed by the Tenant in the timescales set out in section 41 of the Local Government (Miscellaneous Provisions) Act 1982 ('lost and uncollected property'), and the Council therefore take ownership of the items, the Tenant will be charged for any costs incurred by the Council relating to the removal, storage, disposal or other costs relating to their property.

- 7.4. Gas Servicing – There are occasions where access to Council property is required to fulfil legal obligations (such as the completion of gas servicing). Where access to the property is denied and legal action is taken, the Tenant will be responsible for costs incurred, where awarded.
- 7.5. Other court costs and legal fees – There are occasions where it may be necessary for the Council to take a Tenant to court for non payment of rent or services charges, to seek an eviction warrant, in cases of Anti-Social Behaviour, or other linked charges. The Council will follow any relevant pre-action protocols and other legislative procedure. Where awarded, the Tenant will be responsible for cost incurred.
- 7.6. Clearance of bulky items from housing land/communal areas - Where Residents have requested the removal of bulky items, they will be asked to make an advance payment. If a Housing Officer deems it necessary for such an item to be removed, the responsible Tenant(s)/Leaseholder(s) will be recharged accordingly. If a bulky item(s) has to be removed from a communal area (such as clearance of waste from blocks of flats) and the person responsible is not known, the Tenants (including Leaseholders) within that area will be recharged in equal amounts where it is considered to be appropriate and reasonable in all the particular circumstances to do so.
- 7.7. Removal of trees/hedges – Costs of tidying gardens that have been neglected or left overgrown by a Tenant(s). Also where a Tenant(s) has requested the removal of a tree/hedge/or other natural item, which is not the responsibility of the Council, this must be in line with the Tree Conservation and Maintenance Policy and any necessary consents first obtained.
- 7.8. Any other circumstances that cause an unreasonable cost to the Council.

8. How Recharges are Raised

- 8.1. When a repair request is received or identified and it is considered to be rechargeable, taking into account the circumstances outlined in section 5 ('Rechargeable Repairs – Deliberate, Accidental or Negligent Damage'), 6 ('Rechargeable Repairs – Void Properties (when you end your tenancy/ mutual exchange') and 7 ('Rechargeable Repairs – Other'), the Tenant or Leaseholder will be advised of their responsibility to have the work carried out and that it will be at their cost.

- 8.2. In some circumstances, Tenants are not obliged to have the rechargeable work undertaken by the Council; they can complete it themselves or, if the task is specialised (such as lighting, hot water or heating) hire a specialist in the area concerned to undertake the work required. The individual must have proper and adequate public liability insurance cover and be properly and appropriately registered for the applicable trade - for example, qualified and registered electricians, gas safety professionals, recognised tree fellers. The Tenant must notify the Council in advance if they intend to employ a specialist contractor in order to obtain prior consent. The work must be completed to a standard accepted by the Council and an inspection must take place to ensure this.
- 8.3. When a repair request is received or identified and it is considered to be rechargeable, taking into account the circumstances outlined in section 5 ('Rechargeable Repairs – Deliberate, Accidental or Negligent Damage'), 6 ('Rechargeable Repairs – Void Properties (when you end your tenancy/ mutual exchange) and 7 ('Rechargeable Repairs – Other'), but the Tenant or Leaseholder is unable to arrange for the repairs to be completed (e.g. late at night or lost keys) then, with agreement of the Tenant or Leaseholder to accept the recharge, the work will be ordered in the normal way and coded to "recharge". If possible, full payment in advance should be taken. If not, once completed, an invoice will be issued for the cost of the works for payment by the Tenant/Leaseholder.
- 8.4. When a repair request is received or identified and it is considered to be rechargeable, taking into account the circumstances outlined in sections 5 ('Rechargeable Repairs – Deliberate, Accidental or Negligent Damage'), 6 ('Rechargeable Repairs – Void Properties (when you end your tenancy / mutual exchange)', and 7 ('Rechargeable Repairs – Other'), but the Tenant or Leaseholder is unwilling to arrange for the repairs to be completed (either by recharge or making their own arrangements) and as a consequence will put other Tenants, Leaseholders or visitors at risk, then the repair shall be ordered in the normal way, coded to "recharge" and an invoice sent to the Tenant /Leaseholder as soon as possible after the completion of the works.
- 8.5. When a repair request is received or identified and it is considered to be rechargeable, taking into account the circumstances outlined in sections 5 ('Rechargeable Repairs – Deliberate, Accidental or Negligent Damage'), 6 ('Rechargeable Repairs – Void Properties (when you end your tenancy / mutual exchange), and 7 ('Rechargeable Repairs – Other') and the Tenant is deceased, an invoice will be raised against the estate.

- 8.6. The relevant Housing Manager should be emailed with any proposed recharge details before an invoice is sent. They have 7 days to respond. If no response is received in 7 days, then recharge will be sent out. Details of any rechargeable repairs, together with supporting evidence (e.g. dated photographs), should be recorded with the Property Inspection Report and a copy sent to the Tenant/Leaseholder together with the recharge cost for each repair.

9. Calculating the Cost and Payments of Recharges

- 9.1. Once a Rechargeable Repair has been identified, a report will be compiled highlighting each item, details of the repair(s) and an estimated cost. This will be used to create an invoice for the cost of completing all of the listed works.
- 9.2. The costs of Rechargeable Repairs are based on the repair costs (usually in accordance with the schedule of rates unless a specialist repair service is required) and may vary. Admin fees will be charged at £20 plus VAT per invoice or such other amount as from time to time may be agreed by the Council.
- 9.3. If there are multiple debts owed by the Tenant, the payment of rent arrears will always be the priority debt.
- 9.4. Where Resident(s) are unable to pay the amount due for a recharge in full, a repayment plan can be discussed with Tenancy Services and, if appropriate in the particular circumstances of the case, agreed at a reasonable/affordable level.
- 9.5. There are various methods by which payments can be made: online payments, automated telephone service; by telephone to the contact centre or Tenancy Services, payment by cheque with the invoice number on the back, in person at the Town Hall by debit card or via their service charge accounts.
- 9.6. 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.
- 9.7. Residents should not need to wait for a reminder to pay outstanding charges if they know that the payment is due.

10. Enforcement

- 10.1. Where an invoice has been issued but the Resident fails to pay the sums owed, the matter will be dealt with in accordance with the Council's debt recovery procedure (including in accordance with any legislative requirements under the relevant provisions relating to Tenants and the relevant provisions relating to Leaseholders).

11. Disputes and Exceptions

- 11.1. Subject to any legislative requirements, disputes of recharges must be received in writing by the Head of Housing (or an officer nominated for the purpose by the Head of Housing) within 21 days of the invoice being sent.
- 11.2. When a dispute is lodged a decision will be made in writing to the Tenant/Leaseholder within 21 days. The Tenant/Leaseholder will be notified of what evidence is required within the same time scale. It is the Tenant's/Leaseholder's responsibility to provide the requested evidence. If not received then it will be assumed that the Tenant(s)/Leaseholder(s) no longer wishes to pursue the matter.
- 11.3. The Council will fully investigate any disputed rechargeable costs. If after investigation the original costs are upheld, the Tenant/Leaseholder/ person responsible will be advised that steps will need to be taken to repay the amount owing; or if they remain dissatisfied with this, a complaint may be lodged within 21 days of the review decision which will be investigated through the formal complaints process.
- 11.4. The cost of a recharge may be waived (in full or in part) in exceptional circumstances where evidence can be provided to justify such waiver, e.g. it may be appropriate to waive if the Tenant/Leaseholder has a disclosed, prolonged or considerable disability, mental health issue, learning difficulties or where a recharge would result in considerable financial hardship.
- 11.5. The Council has the right to refuse to carry out Rechargeable Repairs providing that by doing so, the Council are not placing the Tenant/Leaseholder or any other residents at risk of harm and the Council is not acting in breach of any legal obligations to the Tenant/Leaseholder. Reasons for this include requests for additional works where previous payments have not been made or repayment plans have not been kept.

12. Review

- 12.1. This Recharge Policy will be reviewed on an annual basis to ensure it remains relevant in accordance with other service policies. The next review date - September 2016.