

# Tenant Recharge Policy and Procedure

Draft Version

# Document Control

## Document Details

<b>Name</b>	Housing and Neighbourhoods Tenant Recharge Policy
<b>Version Number</b>	1
<b>Status</b>	Draft Version
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<b>Effective Date</b>	01.03.2025
<b>Review Date</b>	01.03.2027

## Version History

Version	Status	Date	Change Reason	Amended by

## Approval History

Version	Change	Date	Approving body

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## 1. Definitions

<b>HO</b>	Housing Officer
<b>SLHN</b>	Service Lead Housing and Neighbourhoods
<b>HM</b>	Housing Manager
<b>BDMS</b>	Barking and Dagenham Management Services who are the Council's appointed Repairs and Maintenance Contractor.
<b>Tenant(s)</b>	The person(s) to whom the Council has granted the tenancy. Including in the case of joint tenancies, 'the Tenant(s)' includes all joint tenants
<b>Rechargeable Repair(s) -</b>	Repairs that are the result of damage or negligence to the property and/or its fixtures and fittings internally or externally by a Tenant(s) or a member of the Tenant(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.
<b>Hoarding</b>	The excessive accumulation of items and the failure to discard them, leading to cluttered living spaces that can pose health and safety risks.
<b>Re-charge</b>	In this Policy, a recharge refers to the reasonable expenses the Council incurs for reinstatement works that a resident has either failed to complete, damage caused, or works performed to an unacceptable standard. It also includes costs for removing rubbish or other items left behind by a resident on Council property, which the Council aims to recover from the current or former resident.
<b>Mutual Exchange</b>	Mutual Exchange is when two (or more) parties agree to exchange (or swap) tenancies.

## **2. Introduction**

- 2.1 The London Borough of Barking and Dagenham (the Council) is committed to providing safe secure housing whilst meeting all its legal and contractual obligations. This recharge policy sets out for which existing and former tenants may be charged for and the process of recharging
- 2.2 A tenancy agreement is a legally binding contract and alongside this sits the terms and conditions of tenancy which sets out the legal obligations for tenant(s) and the Council as the landlord in respect of their repairing and maintaining responsibilities for the property.
- 2.3 This Policy aligns with the commitments outlined in our Tenancy Agreements, reinforcing the responsibilities of residents. The Council will ensure compliance with any changes in legislation, guidance, and best practices, updating this Policy accordingly.
- 2.4 Whilst the Council acknowledges that most of our tenants understand their responsibility as a tenant and take reasonable steps to keep their home in good order, there are a few tenants that do not and either they themselves or their family members or guests cause deliberate damage to the property or neglect to keep it in a fit and proper state.
- 2.5 With limited funding available it is imperative the Council aims to ensure that tenants are looking after their homes, in the way the Tenancy Conditions stipulate to ensure other tenants are not bearing the cost other tenants' poor practice. This recharge policy is aimed to reduce costs and ensure that deliberate damage or clearance to a property is passed on to the tenant, rents continue to remain low, and we can invest in improving our current housing stock.
- 2.6 Each case will be dealt with based on its own merits. The Council reserves the right to recharge tenants based on the circumstances of each case.

## **3. Aims and objectives**

- 2.1 The aims and objectives of this policy is to
- 2.2 Encourage tenants to take responsibility for their property:
- Promote a responsible attitude by providing information and support proactively.
  - Reactively ensure that costs are pursued from those tenant(s), who are negligent or cause damage deliberately, where justified.
- 3.3 Ensure transparency and fairness in rechargeable items:

- Clearly communicate and handle rechargeable items efficiently and fairly.
- Recover costs of rechargeable items from current and former tenants, where justified.

### 3.4 Maximise income through debt recovery:

- Recover debts related to rechargeable items to benefit both the Council and its tenants.
- Consider the Council's statutory duties, including to vulnerable persons, by providing affordable repayment plans or extending the timeframe to carry out the works.

## 4. Identifying Rechargeable Repairs

- 4.1. Identifying re—chargeable repairs may be identified through various methods, not limited to the ones listed below. When identified, these repairs will be managed according to sections 9 and 10 of this document: -
- 4.2. **Transfer Inspection:** When tenant(s) are offered alternative accommodation, a Housing Officer will conduct a transfer inspection at the current address.
- 4.3. **Mutual Exchange:** A Housing Officer will visit the property and inform the tenants of any necessary re-chargeable repairs for the exchange to proceed.
- 4.4. **Pre-Termination Visit:** Rechargeable repairs will be identified as much as possible before the property is vacated.
- 4.5. **Programmed Inspections –** During a scheduled inspection to assess the condition or ensure compliance with safety regulations and/or identify any necessary improvement works or repairs.
- 4.6. **Tenancy Audit :** As part of the Tenancy Audit process the Housing Officer will carry out a property inspection.
- 4.7. **Reactive Visits** When council employees or contractors are called to address a repair, they will inspect the damage to determine if it was caused by negligence or deliberate actions. If so, it will be reported to the Housing Manager or a designated officer for potential recharging.
- 4.8. **External Information** Repairs may be identified as rechargeable through reports from external partners such as the police, social services, or council contractors. Details of these repairs will be sent to the Housing Manager or a designated officer for recharging consideration.

**4.9 Self-Reporting** When tenant(s) report their own repairs to the Council's Repairs Team, the team will decide if the repair is rechargeable based on the information provided, existing records, and the tenant's circumstances.

**4.10 Out-of-Hours Reports** In emergency situations, staff or contractors will decide based on available information and records. If the repair is deemed an emergency, the work will be carried out, and a retrospective recharge will be considered. The resident will be informed of this possibility.

## **5 Rechargeable Repairs - Deliberate, Accidental, or Negligent Damage**

**5.1 Rechargeable Repairs** may be imposed for repairs caused by various circumstances, as outlined in sections X, X, and X and in accordance with the guidelines in section X. Decisions will be made at the discretion of the General Needs Housing Managers or another officer nominated by the Head of Housing. Repairs may be necessary in the following situations:

**5.2 Negligence by Tenant(s)/Former Occupier:** If negligence impacts another resident, the repair to the affected property will be handled as usual (section X). However, a recharge invoice will be sent to the responsible party, as defined in section XX. For example, leaks into properties below caused by incorrect plumbing by the resident or by a non-certified plumber.

**5.3 Malicious Damage:** If damage is caused maliciously (whether the perpetrator is known or not), it must be promptly reported to the police, and a crime reference number obtained. Police incident numbers may be accepted in certain circumstances at the Council's discretion.

**5.4 Unreported Malicious Damage:** If malicious damage is not reported to the police or not classified as a crime by the police (e.g., wilful damage by Tenant(s), family members, their visitors, or pets to any part of the property or communal areas through violence or mistreatment).

**5.5 Accidental Damage:** Each case of accidental damage will be considered on its merits, and discretion may be exercised depending on the circumstances, especially if vulnerable persons are involved. Before raising a recharge invoice, the resident's circumstances will be considered, taking into account the protected characteristics under the Equality Act 2010, their vulnerability, and whether proceeding with the charge is appropriate and, in the Council's, best interests.

**5.6 Graffiti and Other Damage:** The cost of removing graffiti and rectifying damage caused by Tenant(s)/Former Occupier, family members or their visitors to the property.

## **6 Examples of Deliberate or Negligent Damage by Tenants**

6.1 The following are some examples of deliberate or negligent damage by tenant(s). Note this list is not exhaustive and other re-charges may be applied

### **6.2 Internal property damage**

- Holes in walls or doors caused by physical force.
- Broken internal doors, handles, or locks due to misuse.
- Damage to kitchen units, worktops, or bathroom fittings not caused by wear and tear.
- Graffiti or intentional defacement of walls, ceilings, or fixtures.
- Cracked basins
- Damage to fire alarms or safety devices

### **6.3 External property damage**

- Broken windows or doors due to forced entry or vandalism.
- Damage to external walls, fencing, or gates.
- Removal or destruction of council-installed fixtures (e.g., fire door closures
- Damage caused to communal areas e.g. communal doors/lifts
- Cost to reset fire alarm panel if smoking in communal area

### **6.4 Neglect or misuse**

- Blocked drains caused by inappropriate disposal (e.g., nappies, wipes, cooking fat).
- Damage from unreported leaks or damp due to tenant inaction.
- Failure to maintain gardens, leading to overgrowth or rubbish accumulation.
- Damage caused by pets, such as chewing, scratching, or fouling.

### **6.5 Unauthorised alterations**

- Structural changes made without permission (e.g., removing walls, installing extensions etc).
- Poor DIY work requiring reinstatement or professional correction.
- Installation of unsafe electrical or plumbing systems.



## **6.6 End of tenancy issues**

- Failure to return keys, requiring lock changes.
- Leaving furniture, rubbish, or personal items behind.
- Property left in an unsanitary or unsafe condition.
- Missing fixtures or fittings that were present at the start of tenancy.

## **6.7 Other re-chargeable incidents**

- Damage caused during police raids (if an arrest is made).

# **7 Termination your tenancy/transferring to an alternative property or mutual exchange.**

7.1 The Council will re-charge for the cost of making good any damage, removal of unauthorised alterations, replacement of fixtures and fittings, clearance of any unremoved items left in the property (including lofts, garages and sheds etc).

7.2 Whenever possible, a Housing Officer will conduct a final inspection of the property before it is vacated. This inspection ensures that all necessary repairs, for which the tenant is responsible, have been completed to the Council's satisfaction.

6.3 If an exit interview or final inspection cannot be conducted (for instance, if a tenant has passed away), an inspection will be performed as soon as possible after the property is vacated. Efforts will be made to ensure that the repairs are attributed to the outgoing tenant and did not occur after the property became vacant or were not pre-existing when the tenant moved in.

6.4 Every case will be evaluated individually, and discretion may be applied based on specific circumstances, such as when vulnerable individuals are involved.

## **7 Other re-chargeable costs**

7.1 **Gas warrants** – The Council takes its responsibility as a landlord seriously and meet legal obligations, such as completing gas servicing. If access is denied and legal action is required, the tenant(s) will be responsible for any costs incurred with obtaining a gas warrant.

7.2 **Injunctions** – Occasionally it is necessary for the Council to obtain injunctions to carry out works as the Tenant(s) will not facilitate access for these repairs/improvements to be carried out. If access is denied and legal action is required, the tenant(s) will be responsible for any costs incurred in obtaining this injunction.

- 7.3 Unauthorised alterations by Tenant(s)** – This refers to any modifications made by tenants without the Council's consent. Such alterations must either be removed or be rectified to meet the Decent Homes Standard and the Property Lettings Standard, considering all relevant Health and Safety legislation.
- 7.4 Storage of Tenant(s) goods following eviction or ending of a tenancy**– The property must be emptied of all belongings. If items are left behind, the tenant(s) will be responsible for all reasonable removal and/or storage charges. Items will be stored for a maximum of one month, and the tenant(s) will be notified in writing at their last known address if known. If the items are retrieved within this period, the tenant(s) will be responsible for the storage costs incurred. If the items are not collected within one month of notification, the Council reserves the right to dispose of them. The tenant(s) will also be liable for the disposal costs.
- 7.5 Replacement of lost keys or gaining entry to a property** – Tenant(s) will be recharged 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.
- 7.6 Clearance of bulky items from housing land/communal areas** – The Council has adopted a Zero Tolerance policy to items being left in communal areas. If a Housing Officer deems it necessary for such a bulky item to be removed and the Tenant(s) fails to remove the item, the responsible Tenant(s)/Leaseholder(s) will be recharged accordingly. The Council will apply the provisions of section 41 of the Local Government (Miscellaneous Provisions) Act 1982 ('lost and uncollected 6 property'). Following items being removed the timescales set out in section 41, will apply. The Council will take ownership of the items, and the Tenant(s) will be charged for any costs incurred by the Council relating to the removal, storage, disposal or other costs relating to their property
- 7.7 Neglected or overgrown gardens** - Costs of tidying gardens that have been neglected or left overgrown by a Tenant(s).
- 7.8 Hoarding**- The excessive accumulation of items by tenant(s) and the inability to discard them, leading to cluttered living spaces that can pose health and safety risks.
- 7.9 Miscellaneous** - Any other circumstances that cause an unreasonable cost to the Council.

## **8 What may not be recharged**

**8.1** We may not make a recharge in the following cases:

- to the family of a tenant who has passed away if there is no estate;
- when a tenant goes into residential care and has no means to pay;

- where a tenant has been a victim of a serious crime, and who has reported the crime to the Police and obtained a crime reference number or valid supporting evidence from the Police.
- any damage caused to the home of a tenant by someone behaving in an anti-social way or due to domestic abuse, where incidents are reported as an act of anti-social or due to domestic abuse.
- works that are required due to fair wear and tear of the property as defined by component lifecycles.
- items left in an empty property, such as carpets and fitted wardrobes, where this has been agreed by us, for example, for use by the next tenant; and
- the tenant has been identified as having housing support needs and the damage caused is because of these needs.
- exemptions will be made for vulnerable tenants.

## 9 How Recharges are raised

- 9.1** When a repair request is received or identified and it is rechargeable, the tenant(s) will be advised of their responsibility to have the work carried out and that it will be at their cost.
- 9.2** Tenant(s) are not obliged to have the rechargeable work undertaken by the Council; they can opt to complete this themselves or, appoint a competent, qualified tradesperson specialised in that particular field that has adequate public liability insurance (e.g. an electrician, plumber etc) to undertake the works required.
- 9.3** Where damage has been caused, the tenant(s) will be required to reinstate the damage within a realistic timeframe directed by the Council as an alternative to a recharge being applied.
- 9.4** The Tenant(s) must notify the Council in advance if they intend to employ a specialist contractor to obtain prior consent. The work must be completed to a standard accepted by the Council and within the specified timeframe and an inspection may take place to ensure this.
- 9.5** When a repair request is received or identified and it is rechargeable, but the Tenant(s) is unable to arrange for the repairs to be completed (e.g. late at night or lost keys) and the Tenant(s) accept the recharge, the work will be ordered in the normal way and coded to "recharge". If possible, full payment in advance will be taken. If not, once completed, an invoice will be issued for the cost of the works for payment by the Tenant(s).
- 9.6** When a repair request is received or identified and it is considered to be rechargeable, however, the Tenant(s) or former occupier 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 Tenant(s), or visitors at risk, then the repair shall be ordered in the normal way, coded to "recharge" and an invoice sent to the Tenant(s) / former occupier as soon as possible after the completion of the works.

- 9.7 When a repair request is received or identified and it is considered to be rechargeable, however, the tenant is deceased, an invoice will be raised against the estate.
- 9.8 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 current debt recovery procedures.
- 9.9 Timescales: Where damage has been caused, Housing may require the resident to reinstate the damage within a realistic timeframe as an alternative to a recharge being applied. If the resident is not able to or fails to reinstate the damage within the timeframe, Housing Solutions will carry out the works and recharge the resident in line with this Policy. Criminal damage: where a recharge is a result of criminal damage by a resident, occupier or visitor to the property and we are able to prove this, the costs of remediation will be treated as a recharge under this Policy.

## **10 Calculating the Cost and Payments of Recharges**

- 10.1 When a Rechargeable Repair is identified, an invoice will be prepared that outlines each item, the specifics of the repairs and the cost breakdown to complete the repairs.
- 10.2 The costs associated with Rechargeable Repairs are determined based on the repair costs, typically following the schedule of rates provided by our appointed contractor BDMS, unless a specialised repair service is needed. These rates are established through a tender process conducted by the Council in accordance with procurement regulations.
- 10.3 An additional administrative fee will be applied of £25.00 per rechargeable repair.
- 10.4 In cases whereby the Tenant(s) has multiple debts owed to the Council, the payment of rent arrears and Council Tax will always take precedence.
- 10.5 If Resident(s) are unable to pay the full amount of a recharge, they can discuss a repayment plan with the Council's Housing Team or representatives. If deemed appropriate, a reasonable and affordable repayment plan can be agreed upon based on the specific circumstances of the case. This will be at the discretion of the Council.
- 10.6 In cases whereby the tenant is deceased and 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.

## **11 Disputes and Exceptions**

- 11.1 Subject to any legislative requirements, disputes of recharges must be received in writing by the Service Lead Housing and Neighbourhoods within 21 days of the invoice been sent. The investigation will be carried out by a senior Officer and independent to the Officer who made the original decision.
- 11.2. When a dispute is lodged, the Council will aim to make a decision in writing to the Tenant(s)/former occupier within 21 days. The Tenant(s)/former occupier will be notified of what evidence is required within the same time scale. It is the Tenant(s)/ former occupier(s) responsibility to provide the requested evidence. If not received then it will be assumed that the Tenant(s)/ former occupier(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(s)/ former occupier or person responsible will be advised that steps will need to be taken to repay the amount owing.
- 11.4. The cost of a recharge can be waived, either partially or entirely, in exceptional cases where sufficient evidence is provided to support such a waiver. For instance, it may be appropriate to waive the cost if the Tenant(s) or former occupier has a significant, prolonged disability, mental health issue, or learning difficulty. Additionally, a waiver may be considered if the recharge would cause substantial financial hardship, or if the damage was caused by an act of domestic abuse, anti-social behaviour directed at the resident, or because of a hate crime.
- 11.5. The Council reserves the right to decline performing Rechargeable Repairs, provided that this decision does not endanger the Tenant(s), former occupier, or any other residents, and does not violate any legal obligations to the Tenant(s) or former occupier. This may occur in situations where additional work is requested but previous payments have not been made, or repayment plans have not been adhered to.