

Housing Services Tenant Recharge Policy

Department	Housing Services
Responsible Person	Director of Housing
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1. Definitions

Tenant(s)	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
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(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.
Hoarding	The excessive accumulation of items and the failure to discard them, leading to cluttered living spaces that can pose health and safety risks.
Re-charge	In this Policy, a recharge refers to the reasonable expenses the Council incurs for reinstatement works that a tenant 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 tenant on Council property, which the Council aims to recover from the current or former tenant.
Mutual Exchange	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) are committed to providing safe secure housing whilst meeting all its legal and contractual obligations. This recharge policy sets out when the council recharge existing and former tenants for services they have had to carry out to rectify issues that have been created due to the existing and former tenant's actions or behaviours.
- 2.2 Tenants are expected to adhere to behaviours and conditions, as set out in their tenancy agreement and conditions of tenancy, to be able to live in council owned properties as a tenant. The tenancy conditions also explain the council's responsibilities as a landlord, and their responsibilities as a tenant to keep the property repaired and maintained to an acceptable standard.
- 2.3 The council acknowledge that most of its tenants understand their responsibility as a tenant and take reasonable steps to keep their home in good order. However, some tenants, or their family members or visitors sometimes cause deliberate damage to the property or neglect to keep it in a fit and proper state.

2.4 The Council has a responsibility to ensure public funding is used fairly and effectively. To enable this, the cost of rectifying damage, repair, or other actions such as clearing empty properties of personal belongings will be recharged back to the tenant(s). Therefore, this policy ensures that those tenants that do look after their property are not unfairly deprived of public funding that can be reinvested to maintain and improve Council housing stock.

2.5 The decision to recharge will be taken by the council on a case-by-case basis.

3. Aims and objectives

3.1 The aims and objectives of this policy are to;

3.1.1 Encourage tenants to take responsibility for their property;

- To provide information and support where needed.
- Ensure that costs are pursued from those tenant(s), who are negligent or cause damage deliberately.
- To recover costs for services that the council have had to undertake because of the behaviour or actions of its tenants, their occupants, or visitors.

3.1.2 Ensure transparency and fairness in how recharges are applied;

- Clearly communicate and process recharges efficiently and fairly.
- Recover recharges from current and former tenants.
- Consider the council's statutory duties, including too vulnerable persons, by providing affordable repayment plans where possible.

3.1.3 Maximise income through invoicing and debt recovery:

- Recover income and debt from services that are rechargeable to the benefit of both the council and its tenants.

4. Identifying Rechargeable Repairs

4.1 Rechargeable 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: -

- **Transfer Inspection:** When tenant(s) are offered alternative accommodation, a Housing Officer will conduct a transfer inspection at the current address.

- **Mutual Exchange:** A Housing Officer will visit the property and inform the tenants of any necessary rechargeable repairs before the exchange can proceed.
- **Pre-Termination Visit:** Rechargeable repairs will be identified before the property is vacated.
- **Scheduled Inspections** – During a scheduled inspection to assess the condition of the property or to carry out compliance safety inspections.
- **Tenancy Update Visit:** As part of the Tenancy Update visit the Housing Officer will carry out a property inspection.
- **Responsive Repair 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.
- **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.
- **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.
- **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 tenant will be informed of this possibility.

5. Rechargeable Repairs

5.1 Decisions for when to recharge for a repair will be made at the discretion of managers in the Housing service. Rechargeable repairs are those which are raised to remedy defects which have been caused by one of the following acts of behaviours:

- **Negligence by Tenant(s) or Former Tenant:** If the negligent action or behaviour of a tenant or former tenant impacts another tenant or resident, such that a repair will be required, the council will carry out that repair and recharge the responsible current tenant or former tenant. For example, leaks into properties below caused by incorrect plumbing by the tenant or by their appointed contractor.

- **Deliberate Damage by Tenant(s), other Occupants, their Visitors or Former Tenants:** if damage is caused wilfully and deliberately by the tenant or anyone, they allow into their property, such as holes in doors or walls or damage to kitchen units caused by physical force, then the repair will be recharged to the tenant.
- **Malicious Damage:** If damage is caused maliciously to tenant's property or any part of the surrounding communal areas (whether the perpetrator is known or not), the tenant must promptly report this to the police and obtain a crime reference number. Police incident numbers may be accepted in certain circumstances at the Council's discretion.
- **Unreported Malicious Damage:** If the tenant fails to report malicious damage to their property or any part of the surrounding communal areas, to the police, whether or not that damage was caused by an unknown perpetrator, the tenant themselves, their occupants, their visitors or any pets they have allowed onto the premises then this wilful or malicious damage may be recharged to the tenant.
- **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 tenant'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.

5.2 **Graffiti and Other Damage:** The cost of removing graffiti and rectifying damage caused by the tenant(s) or former tenants, their occupants, their visitors, or any pets they allowed onto the property may be recharged to the tenant.

6. Examples of where recharges may be applied

6.1 The following are some examples of where recharges may be applied to tenants:

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

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.

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.

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.

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.

Other re-chargeable incidents

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

7. Terminating 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 and clearance of any unremoved items left in the property (including lofts, garages, and sheds etc).
- 7.2 Whenever possible, a Housing Services 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.

7.3 If an end of tenancy visit 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.

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

8. Other re-chargeable costs

8.1 **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.

8.2 **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.

8.3 **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.

8.4 **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 up to 6 months from the date of eviction, 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.

8.5 **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.

8.6 **Clearance of items from housing land/communal areas** – The council has adopted a zero-tolerance policy to items being left in communal areas (please refer to the Removal of Items on Communal Area and Metal Security Gate Policy for further information). If a Housing Services Officer deems it

necessary for such an item to be removed and the tenant(s) fails to remove the item, the responsible tenant 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.

- 8.7 **Neglected or overgrown gardens** - Costs of tidying gardens that have been neglected or left overgrown by a tenant(s).
- 8.8 **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.
- 8.9 **Miscellaneous** - Any other circumstances that cause an unreasonable cost to the council.

9. What may not be recharged

9.1 The council 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 the council, for example, for use by the next tenant.
- the tenant has been identified as having housing support needs and the damage caused is because of these needs.
- exemptions may also be made for some vulnerable tenants based on an individual assessment.

10. How Recharges are raised for Repairs

10.1 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.

- 10.2 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.
- 10.3 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.
- 10.4 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.
- 10.5 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, if possible, full payment will be taken in advance, if not, once completed, an invoice will be issued for the cost of the works for payment by the Tenant(s).
- 10.6 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 and as a consequence will put other Tenant(s), or visitors at risk, then the council will carry out the repair and an invoice will be sent to the Tenant(s)/former occupier after the completion of the works.
- 10.7 When a repair request is received or identified and it is considered to be rechargeable, but the tenant is deceased, an invoice will be raised against the estate.
- 10.8 Where an invoice has been issued but the tenant fails to pay the sums owed, the matter will be dealt with in accordance with the Council's current debt recovery procedures.
- 10.9 Where damage has been caused, Housing Services may require the tenant to reinstate the damage within a realistic timeframe as an alternative to a recharge being applied. If the tenant is unable to or fails to reinstate the damage within the timeframe, Housing Services will carry out the works and recharge the tenant in line with this Policy.
- 10.10 Where a recharge is a result of criminal damage by a tenant, occupier or visitor to the property and the council are able to prove this, the costs of remediation will be treated as a recharge under this Policy.

11. Calculating the Cost and Payments of Recharges

- 11.1 When a service is carried out that is identified as being rechargeable an invoice will be prepared that outlines each item, the specifics of the service carried out and the cost breakdown to complete the service.
- 11.2 Where the costs are associated with a rechargeable repair, the repair costs, typically follow the schedule of rates provided by the Council's appointed Repairs and Maintenance contractor BDMS (Barking and Dagenham Management Services), unless a specialised repair service is needed. These rates are established through a tender process conducted by the Council in accordance with procurement regulations.
- 11.3 An additional administrative fee will be applied per recharge.
- 11.4 If tenant(s) are unable to pay the full amount of a recharge, they can discuss a repayment plan with the Council's Housing Services 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.
- 11.5 In cases where 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.

12. Disputes and Exceptions

- 12.1 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 being sent. The investigation will be carried out by a Senior Officer, independent from the Officer who made the original decision.
- 12.2. 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 timescale. 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.
- 12.3. 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.
- 12.4. 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 tenant, or because of a hate crime.

- 12.5. 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.

13. Equality Impact

- 13.1 Applying this policy consistently and sensitively will ensure that all tenants and their household members in Council owned homes who have protected characteristics and/or are deemed vulnerable for other reasons receive services that are based on a recognition of their vulnerability. The Council will make all appropriate adjustments to the services they receive in order to mitigate any potential negative impacts on them and to ensure they receive fair and equal treatment from the Council as their landlord.