



Recharge Policy

Issued by Housing & Community Safety

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Recharge Policy Quality Record

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**This Policy is available in larger print.
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assistance.**

1. Introduction

- 1.1 This policy outlines Nuneaton & Bedworth Borough Council's approach to the recovery of recharges. These are costs for any repairs that have been carried out to Council property due to damage, neglect, misuse or abuse by tenants, residents, members of their household or visitors to their home. In addition, it covers the cost of clearing redundant possessions when a property is vacated, any work carried out by the Council to repair or maintain the property that is the resident's responsibility.
- 1.2 The Council will recover the costs of repair works 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.
- 1.2 The Policy will also set out the rechargeable items that current or former tenants may be charged for and the estimated associated cost of those items. These are detailed within the 'Schedule of Charges and Repairs' document.

2. Tenants Responsibilities

- 2.1 The Tenancy Agreement sets out which repairs tenants are responsible for. It advises tenants that they must keep their home in a good condition and leave it clean and tidy when they end their tenancy. It states that the Council will recharge the tenant for the cost of making good any damage they have caused and/or clearing any items left behind.
- 2.2 Nuneaton and Bedworth Borough Council's Tenancy Agreement specifically states:
- ❖ A tenant, household or visitors must keep the property, including its fixtures or fittings, in a clean, secure and good condition. The property must be free from rubbish and not allow its condition to deteriorate
 - ❖ A tenant is responsible for any damage or repairs caused by themselves or anyone living or visiting because they have not looked after the property properly. If the Council has to carry out repairs to the property which are deemed 'rechargeable repairs' then the tenant will have to pay the associated costs of the work.
 - ❖ At the end of a tenancy the property must be left in good condition, secure and in good state of repair, clean and tidy and empty of all personal belongings.
 - ❖ If there is any damage to the property tenants will have to pay for the cost or repair or replacement or any other loss incurred.
- 2.3 Under the Council's new Tenancy Agreement it states:
- ❖ if you breach your responsibilities to carry out Works under this Tenancy, we shall be entitled to either:
 - carry out the Works to put right your breach; or
 - serve a notice on you telling you what Works you must do to put right the breach; and you must put right the breach within whatever reasonable timescale we set out in the notice and to a reasonable standard, which we will be entitled to inspect.

- ❖ If we carry out Works to put right your breach because:
 - we have inspected the Works you have done in response to a notice from us and they are not to a reasonable standard; or
 - you have not carried out Works in response to a notice from us within the reasonable timescale set out in the notice; or
 - we have decided to carry out the Works to put right your breach
 - you shall pay to us our reasonable costs of doing so within four weeks of us requesting payment from you.

- ❖ This clause applies to Works required resulting from your breach of this Tenancy which includes (but is not limited to) the following clauses:
 - maintaining your garden and any trees in your garden (clause 4.9)
 - keeping your Home free from vermin and pests (clause 4.13)
 - undertaking repairs, maintenance and decoration that are your responsibility (clause 4.32 and 4.34)
 - repairing any damage caused that you are responsible for repairing (clauses 4.32, 4.33, 4.35 and 4.36)
 - looking after the Contents (if any) (clause 4.35)
 - removing items from and cleaning the Building and/or Communal Areas (clauses 4.25, 4.26 and 4.40)
 - your parking obligations (clause 4.28 to 4.31) (such Works may include removing your vehicle).

3. Purpose

3.1 The purpose of this policy is to:

- ❖ ensure that the Housing & Communities team adopts a consistent, fair and transparent approach; in the way it deals with the management of chargeable repairs.

4. Aims

4.1 The aims of this Policy are:

- ❖ To ensure that rechargeable repairs are dealt with transparently and efficiently
- ❖ To recover the cost of rechargeable repairs from current and former tenants
- ❖ To ensure that associated costs are pursued from those tenants who neglect their property or deliberately cause damage.
- ❖ To maximise income by the recovery of debts in relation to rechargeable repairs

5. Responsibility

5.1 The Assistant Director – Social Housing & Community Safety retains the overall responsibility for the implementation of this Policy

5.2 The Responsive Repairs Manager, Landlord Services Manager and Revenues & Benefits Manager are responsible for the operational delivery of this policy and the associated procedures. This includes responsibility for monitoring and reviewing, staff awareness and training, policy development and communication to tenants.

6. Definition of a Rechargeable Repair

6.1 Rechargeable repairs is defined as any work that Nuneaton and Bedworth 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.

6.2 Examples of a rechargeable repairs are as follows:

- ❖ Repairs identified as a result of deliberate damage or damage caused as a result of neglect
- ❖ Repairs identified as a result of unauthorised or unsatisfactory alterations or improvements to the property
- ❖ Costs incurred as a result of a breach in tenancy conditions, eg, not allowing access to carry out an annual gas service inspection.
- ❖ Accidental damage caused by a tenant, household, or visitor to the property.
- ❖ Where a service has been provided by Nuneaton and Bedworth Borough Council at a tenants request, for example, a lock change.
- ❖ The costs of removing unauthorised goods left at the property when a tenancy terminates
- ❖ Damage to furniture provided in communal areas

7. Identifying Rechargeable Repairs

7.1 Rechargeable items can be identified in a number of different ways. Examples are:

- ❖ When a tenant reports a repair to the repairs contract centre
- ❖ When a contractor goes to a property to complete a repair
- ❖ When a Nuneaton and Bedworth Borough Council representative visits a property to undertake an inspection or to meet with a tenant
- ❖ When a pre-void inspection or post void inspection takes place
- ❖ From photographic evidence that was taken at sign up, which the tenant agreed and signed before they accepted the property.

8. Mutual exchanges

8.1 Prior to tenants mutually exchanging properties, the Council will inspect the property to identify repairs and any tenant improvements or fixtures which are not the Council's responsibility.

8.2 Nuneaton & Bedworth Borough Council will advise the incoming tenant that in assigning or surrendering their tenancy they accept the property in its existing condition. The tenant will be required to sign a disclaimer to this effect that places the costs of works arising from the exchange to fall on them as the in-coming tenant. In particular the tenant will be informed in writing of:

- Any fixtures and fittings installed by the outgoing tenant which are not the Council's responsibility
- Defects caused by the outgoing tenant which are not the Council's responsibility, for example broken door handles or holes in walls.

9. Collection of charges

9.1 When a rechargeable repair is identified, the tenant and/or leaseholder will

be advised of the approximate cost of that repair and an invoice will be raised. A Schedule of Charges and Repairs' rates for rechargeable repairs is kept by the Property Services team.

- 9.2 If rechargeable works are carried out to empty properties where the tenant has abandoned or moved away, then these debts will be pursued using the Council's former tenant procedures. If all other means of recovery have been exhausted, the Council will consider passing this to a debt recovery agent. A record of the former tenant and the outstanding debt will be held against that individual for future reference on the Council's housing management system.
- 9.3 Tenants can carry out works themselves, they can also engage a qualified specialist if necessary, for example where works relate to heating or lighting. The individual must have public liability insurance and be appropriately registered for the applicable trade, for example a qualified registered electrician or gas engineer.
- 9.4 When a tenant is completing work themselves all works must be completed to a standard accepted by Nuneaton and Bedworth Borough Council. The relevant planning permissions, building regulations and asbestos survey results need to be obtained by the tenant at their own cost. Where applicable, the tenant is required to provide certification and to dispose of waste in line with waste regulations.
- 9.5 A recharge invoice will be raised even where the Council has no forwarding address, for example when a property has been abandoned or a tenant has been evicted.
- 9.6 Tenants will be offered a full range of payment methods and agreements will be made where appropriate.

10. Exemptions to paying for rechargeable repairs

- 10.1 No rechargeable repair cost will be recovered in the following circumstances:
 - If the damage is as a result of a malicious act by a third party and a crime number has been provided to the Council within 7 working days (an incident number will not be sufficient).
 - If the damage is caused as a result of Domestic Violence, harassment or hate crime and this has been reported to the Landlord Services team and/or the Police

11. Appeals

- 11.1 If a tenant disagrees that they have been subject to a rechargeable repair or they are disputing the amount charged, an appeal can be made to review the decision. The appeal will be dealt with by an appropriate manager who was not involved in making the original decision.
- 11.2 If a tenant is still not satisfied with the decision or by the way in which their case has been handled, then a complaint should be made through the Council's Complaints process.

12. Equalities

This policy and associated procedures will apply to all. Nuneaton and Bedworth Borough Council is committed to promoting equality of opportunity and to eliminating unlawful discrimination on the grounds of race, age, disability, gender, sexual

orientation, religion, belief, class, financial status and any other difference that can lead to discrimination or unfair treatment.

13. Related Documents

- Tenancy Agreement
- Leaseholder Lease
- Corporate Debt Strategy
- Rent Arrears Policy
- Anti-social Behaviour Policy
- Tenant's Handbook
- Repairs Handbook

14. Review date

- 14.1 Every three years or on the introduction of new legislation, regulation or good practice guidance.

NUNEATON & BEDWORTH BOROUGH COUNCIL
PROPERTY SERVICES



SCHEDULE OF CHARGES AND REPAIRS

The Schedule provides examples of recharge items and associated estimated cost

The cost is based on NATFED Schedule of Rates and are liable to change

ITEM	UNIT	COST	
Internal	each	£129.67	
External Door (wood)	each	£247.56	

External Door (GRP)	each	£816.49	
Replace broken glass	each	£57.82	
Clear Rubbish	per M3	£14.00	service provided by external contractor
Replace sink unit	each	£477.01	
Replace base unit (single)	each	£155.72	
Replace base unit (double)	each	£212.57	
Replace wall unit (single)	each	£106.65	
Replace wall unit (double)	each	£144.70	
Replace basin	each	£200.28	
Replace bath	each	£477.40	
Replace toilet	each	£154.41	
Replace toilet seat	each	£26.63	
Renew bath panel	each	£56.65	
Renew work top	per meter	£58.76	
Light Fittings	each	TBC	service provided by partner contractor
Sockets	each	TBC	service provided by partner contractor
Additional cleaning	per visit	£85.00	service provided by external contractor
Fumigation	per visit	£75.00	service provided by external contractor
Gain Access/ lost keys	per visit	£63.77	
Clearing blockages to sinks	each	£13.97	
Clearing blockages to toilets	each	£40.70	
<u>This list is not exhaustive</u>			