



POLICY DOCUMENT

Recharge Policy

POLICY TITLE:	Recharge Policy
LEAD OFFICER:	Head of Repairs and Maintenance
DATE APPROVED:	December 2024
APPROVED BY:	Board
IMPLEMENTATION DATE:	December 2024
DATE FOR NEXT REVIEW:	August 2029
ADDITIONAL GUIDANCE:	Compliments, Comments and Complaints Policy. Customers Own Improvement Policy. Prevailing Secure Tenancy Agreement.
ASSOCIATED CUSTOMER PUBLICATIONS:	None
TEAMS AFFECTED:	Empty Homes Service Customer Repairs Service Customer Access Team Customer Relations Team Responsive Repairs Service Asset Management Team Housing Management Service Business Support Services Finance Service
THIS POLICY REPLACES	Rechargeable Repairs Policy December 2015

DOCUMENT CONTROL

Revision History

Date of this revision:	August 2024
Date of next review:	August 2029
Responsible Officer:	Head of Repairs and Maintenance

Version Number	Version Date	Author/Group commenting	Summary of Changes
1.0	Oct 2005	A Crowder	First Draft
2.0	May 2008	A Rowe	Policy Review. Consultation and light touch review
2.1	Oct 2009	A Rowe	Policy reviewed and very minor changes necessary
2.2	May 2009	G Peacock	Paragraph 4.7 – enhanced definition of under what circumstances recharge payment will be collected up front following advice from Internal Audit
2.3	May 2012	G Peacock	Full review at the request of EMT
2.4	1 June 2012	Andy Rowe Paul Lightfoot Jackie Linacre Rob Chapple	Full review at the request of EMT
2.5	8 June 2012	EMT	Removal of collection of charges up front. Not to charge for police raids. Removal of rubbish removal from voids to alternative policy.
2.6	10 July 2012	EMT	£60 minimum charge agreed. DoHS to reword section 5.2.13 & 5.2.14 re transfers. Include commitment to pay by tenants.
2.7	25 July 2012	Board	Set number of instances where recharges not raised at 3. Add in health and safety requirements for tenants undertaking own repairs. Examples of recharges waived due to vulnerability.
2.8	13 September 2012	Audit Committee	Policy approved and referred back to Board for final approval
3.0	31 Oct 2012	Board	Policy approved
3.1	March 2013		Amendments to paragraph 3.1(p6) and 5.2.10 (p9) to clarify where recharges for garden clearance is dealt with. 5.1.1 to clarify that no admin fee will be charged (p7). 5.5.1 (p13) State that standard list of charges is
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			subject to change. 5.2.4 (p9), 5.2.9 (p10) & 5.5.2 (p13) clarification about VAT charges and minimum charge.
3.2	23 April 2015	G Peacock	Following meeting with CEO. No charges for permissions. Clarity re. wilful/intentional damage, focus on intervention (safeguarding).
3.3	15 Sep 2015	EMT	Following EMT - 15/09/15. Minor wording changes.
4.0	11 Nov 2015	Quality Committee	Policy approved
4.1	17 July 2019	TRIP	Consultation - Light review requested. Introduction to reflect Secure Tenancy Agreement 2017
4.2	21 August 2019	TRIP	Consultation – Consideration to be given to increased charges and whether dropped kerbs/driveways should be specifically mentioned
4.3	August 2019	Service Managers and Heads of Service	Minor wording to reflect operational changes
4.4	16 September 2019	TRIP	Feedback provided on charges/driveways. TRIP confirmed approval with content and requested an approved copy for file upon completion of review
4.5	November 2024	Head of R&M	Updated following review: Change in name from rechargeable repairs to recharge policy. Updating of team names. Removal of pricing mechanism and replacing with a statement that NATFED SoRs pricing rates will be used. Minor word changes.

Policy Creation and Review Checklist

Action	Responsible Officer	Date Completed
Best practice researched (HouseMark, HQN, Audit Commission, general websites)	Gaile Peacock	15/05/12

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Review current practices from similar organisations	Gaile Peacock	15/05/12
Review customer satisfaction data from the area the policy relates to	Gaile Peacock No applicable customer satisfaction data.	22/05/12
Review Customer complaints from the area the policy relates to	Gaile Peacock/Janet Walters Although no statistical data in this area, anecdotal evidence given was that there was no consideration given to vulnerability when recharges are being raised. There have been complaints made about void recharges resulting in the recharge being cancelled (presumably incorrectly raised).	22/05/12
Undertake customer consultation if applicable	Mark Coogan/Rob Chapple	One Voice Forum 11/7/24
Staff consultation if applicable	Repairs and Maintenance HoS and Service Managers asked for feedback.	May 2024 to August 2024
Trade Union consultation if applicable	Not Applicable	
Stakeholder consultation if applicable	Tenant Scrutiny Panel – Empty homes report	June 2024
Equality Analysis carried out –	Gail Peacock	26/06/2012

N.B. The above table must be completed on all occasions. The policy will not be accepted or approved by EMT without this information completed.

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1. Introduction

- 1.1 City of Doncaster Council's (CDC) Tenancy Agreement (managed by St. Leger Homes, SLHD), specifically deals with the issue of rechargeable repairs.

The text below is taken directly from the prevailing Secure Tenancy Agreement (version on intranet)

Section 2.9(c) You must report any faults or damage as soon as is reasonably possible to St. Leger Homes of Doncaster. This includes wear and tear

Section 2.9(d) You must pay for any repair resulting from wilful damage caused by you or anyone residing in or visiting your home.

Section 2.9(g) You must ensure the inside of the property, including fixtures, fittings and decorations are kept to an acceptable standard.

Section 2.10(a) You must not make any physical improvement, alteration, or addition to the property or to the fixtures and fittings provided within the property at the initial letting without the prior written consent of St. Leger Homes of Doncaster, unless the physical improvement, alteration or addition is included in the general consent provided in the Customers Own Improvement Policy.

Section 2.10(g). If improvements are made without prior permission from St. Leger Homes of Doncaster, then you will be instructed to reinstate the alteration. If you are required to do this and fail to reinstate the alteration satisfactorily, you will be recharged the costs incurred by St. Leger Homes of Doncaster to do this on completion of the work.

Where you have obtained consent for the alteration of the property, you are responsible for its proper implementation, final approval and on-going repairs and maintenance, unless otherwise notified by St. Leger Homes of

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Doncaster. Permission will not be unreasonably withheld.

Section 2.10(h) St. Leger Homes of Doncaster will inspect all works on completion, if the inspection identifies none compliance with the agreement then necessary remedial works will have to be carried out. If the tenant fails to carry out the remedial work St. Leger Homes of Doncaster will have the works carried out and the tenant will be charged for any costs incurred.

Section 2.12(b) When you leave the property, it must be left in good condition. This includes removing all items from the property and garden, including the loft space. Ensuring that the property is clean and left in good decorative order throughout, this includes any fixtures and fittings. If any improvement, addition or alteration has been carried out either with or without permission, the addition or alteration should be restored or reinstated to its original state unless advised otherwise, this includes external structures.

Table A of the Customers Own Improvement Policy gives clarification of when permission needs to be obtained for an improvement.

Section 2.12(d) Any structure that is left and is deemed to be unsafe will be taken down and the cost of doing so will be charged to you.

Section 3.1(d) – St. Leger Homes of Doncaster **will not** be responsible for fixtures and fittings which have been damaged by you, your friends, relatives and any other person living in or visiting the property, they may not be repaired unless the tenant agrees to meet the cost of repair. If the damage creates a threat to the health and safety of persons or property the repair will be carried out by St. Leger Homes of Doncaster and the costs incurred may be recharged to the tenant(s) once completed.'

1.2 In accordance with the above conditions of tenancy and St. Leger Homes of Doncaster's (SLHD) Repairs and Maintenance Policy, there are certain circumstances where it will be necessary to recharge current and former tenants for repairs that SLHD have carried out to their properties.

2. Purpose

2.1 The purpose of this policy is to ensure that there is a consistent, fair and transparent approach to rechargeable repairs that focusses on recharging tenants who wilfully and maliciously damage their homes. The policy also considers personal circumstances, cases of vulnerability and reminds staff to be mindful at all times of potential safeguarding and/or vulnerability issues.

2.2 The specific objectives of the Recharge Policy are:

- To give clear guidance on the circumstances under which tenants will be recharged for repairs.
- To give clear guidance on the circumstances where discretion can be exercised.
- To identify support needs and help tenants get the assistance they need in order to reduce instances of rechargeable repairs and sustain

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a successful tenancy.

- To provide tenants with a fair and reasonably priced list of repair costs.
- To outline the process of recharging repairs.
- To inform tenants of payment arrangements.
- To inform tenants of the action that will be taken if payment is not made.
- To monitor the collection of recharges to ensure that SLHD and CDC are maximising their income.

3. Scope

3.1 This recharge policy describes the activities and responsibilities involved in carrying out repairs in circumstances where:

- The damage to the property is due to wilful destruction, or abuse by the tenant, their family or visitors to the property.
- The damage to the property is caused by forced entry by the Police executing a warrant.
- The repair is required following a tenant moving out of a property that has been caused by intentional damage.
- The tenant fails to re-instate works after undertaking un-approved alterations

The policy deals with property related rechargeable costs , and not other types of recharges made to tenants. It relates to both current and former tenants. Other rechargeable items are dealt with by the relevant policy.

4. Responsibilities

4.1 **All SLHD staff have a duty to identify wilful damage that is rechargeable and ensure that the necessary action, outlined in this policy and any associated procedures, is taken.**

Key Responsibilities:

- The Customer Access Team, including those dealing with calls out of normal working hours have a responsibility to establish if a reported repair is rechargeable by asking relevant questions, informing the tenant accordingly of the amount payable for the repair or arranging a surveyor to visit the property for non-urgent rechargeable repairs.
- Inspectors and Surveyors will ensure that any suspected wilful damage of a non-urgent nature is identified and either rectified by SLHD and the tenant recharged accordingly, or the tenant is given the opportunity to remedy the faults themselves to the standards and satisfaction of SLHD.
- Mutual exchanges - Empty Homes Surveyors will ensure that tenants are made aware of any obvious wilful damage. The tenant will be given 28 calendar days to rectify any issues. If this does not happen the exchange may be cancelled.
- Empty Homes Surveyors will ensure that tenants are given the opportunity to rectify any damage to property, re-instate un-approved alterations and clear all rubbish from gardens and buildings before

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they vacate the property, or the tenant may be recharged for it after termination.

- Housing Management staff will ensure that any rechargeable repairs under this policy are identified when visits are made to properties, the tenants given the opportunity to remedy any defects themselves or are recharged for any necessary work that SLHD carry out in this respect. If there are any suspected safeguarding issues surrounding the damage, a safeguarding referral should be made following the standard procedures.
- Housing Management staff are responsible for carrying out investigations where instances of reoccurring rechargeable repairs at the same address are identified. They will subsequently be responsible for arranging any support required or take appropriate action for breaches of tenancy.
- Business Support staff will ensure that recharge accounts are processed and raised in a timely manner.

5. Policy

5.1 General Principles

- 5.1.1
- SLHD will take a fair and sensible approach to recharges; raising accounts only when absolutely necessary.
 - SLHD will focus its recharge policy on tenants that vandalise, destroy and wilfully cause damage to its properties.
 - SLHD will attempt to identify tenants who are continually reporting potential rechargeable repairs (although the damage may not be malicious), investigate the underlying reasons and where appropriate offer help and support to assist tenants in complying with their conditions of tenancy and sustaining their tenancy.
 - Recharge accounts raised will be a set cost based on standard charges but may not reflect the true costs of the work.
 - SLHD will not charge any additional administration fee for processing a recharge account.

5.2 Circumstances for Recharging a Repair

5.2.1 Occupied Properties – Current Tenants

SLHD is responsible for repairing and maintaining the external structure of the property and any fixtures and fittings originally provided and repairs that generally occur because of general wear and tear. Some repairs will be rechargeable to the tenant and can be defined as:

- Repairs caused by wilful damage and abuse to fixtures and fittings inside and outside the property by a tenant, a member of the tenant's household or by a visitor to the tenant's property. However, this may not apply to damage linked to a situation where domestic abuse or other matters outside the control of the tenant exist.

For example:

- Re-glazing.
- Damage to internal and external doors.

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- Damage to kitchen units.
- Damage to window frames.
- Damage to sanitary ware.

5.2.2 Where damage is the result of an accident the tenant will not be recharged for the repair.

5.2.3 Where keys to the property have been lost, SLHD will change the locks and provide new keys; noting any safeguarding concerns. and the tenant will be recharged for this work.

5.2.4 SLHD will not charge tenants for any repair that costs less than £60 (exclusive of VAT) regardless of how the repair was caused, unless it is appears to be recurrent deliberate damage.

5.2.5 SLHD encourage tenants to take out home contents insurance, including accidental damage cover, and promote its own low-cost home insurance scheme as an option to tenants. Tenants will be advised to make a claim from their home insurance policy in cases of accidental damage.

5.2.6 Empty Properties (Former Tenants), Transfer Requests and Mutual Exchanges

Terminated Tenancies

When a tenant gives notice to terminate their tenancy, arrangements will be made for a pre-termination inspection. This inspection will identify any repairs required before the property can be relet, any damage that has been intentionally caused by the tenant and any alterations that are inadequate or where permission has not been obtained. The tenants will be provided with the costs for SLHD to undertake the repair work necessary because of the damage, using the costs shown at appendix A. The tenant will then have the opportunity to rectify any repairs resulting from damage for which they are responsible, prior to the end of the tenancy. The tenant will be informed of any relevant standards for components or materials taking account of any health and safety implications. If any such defects are not remedied at the end of the tenancy, or if the work is not of a satisfactory standard, a recharge will then be raised for the set standard costs. N.B ex tenants are not subject to the VAT charge.

5.2.7 In empty properties SLHD will charge the outgoing tenant for:

- All repairs caused by wilful damage to fixtures and fittings inside and outside the property.
- Re-instatement of alterations not to the required standard where permission had not been obtained.

5.2.8 SLHD will **not** raise a recharge account, where there are rechargeable repairs when a property has been vacated, where the previous tenant is deceased.

5.2.9 SLHD will **not** raise a recharge account, where there are rechargeable repairs when a property has been vacated, where current whereabouts of

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the ex-tenant is not known. However, the costs of the rechargeable repairs will be calculated and logged against the former tenant and should that person reappear, an account will be raised at that point.

5.2.10 SLHD will also raise a recharge account, where it is necessary to rectify unacceptable alternations or improvements to the property, where it has not been possible to grant retrospective permission, unless the tenant agrees to undertake the rectification works at their own cost within an agreed period.

5.2.11 Transfers

Where a tenant has made a transfer request an inspection of their current home will be carried out. Should the inspection highlight any rechargeable repairs caused by damage done by the tenant, the tenant will be required to rectify the repairs before the transfer request is accepted, unless there are exceptional circumstances. In this case these will be assessed by the officer carrying out the pre-transfer visit and the final decision will be made by the Home Choice Manager. Should the work not be done to SLHD standards, the tenant will not be allowed to access the housing register until the work has been undertaken. If the repair possesses a threat under health and safety, then the work will be ordered, and the tenant charged accordingly. For any other non-urgent rechargeable work, the tenant will be given the opportunity to arrange for the work to be done themselves within 28 calendar days. The tenant will be informed of any relevant standards for components or materials taking account of any health and safety implications. Should the repair not be completed within 28 calendar days, or be to an acceptable standard, SLHD will undertake/remedy the repair and recharge the tenant.

5.2.12 Unless there are exceptional circumstances, as defined by the Home Choice Manager, SLHD will not rehouse applicants from the housing register who have outstanding rechargeable repair debts from a previous tenancy.

5.2.13 Mutual Exchanges

Permission can be withheld for a mutual exchange where it is identified through inspection that rechargeable repairs exist in the property. The tenant will be given 28 calendar days to rectify any faults. If this does not happen, the mutual exchange application will be cancelled. If the repair possesses a threat under health and safety the work will be ordered, and the tenant recharged accordingly. For any other non-urgent rechargeable work, the tenant will be given the opportunity to arrange for the work to be done themselves within 28 calendar days. The tenant will be informed of any relevant standards for components or materials taking account of any health and safety implications. Should the repair not be completed within 28 calendar days, or be to an acceptable standard, SLHD will undertake/remedy the repair and recharge the tenant. The transfer will then be refused until the recharge is paid.

5.3 **How are Rechargeable Repairs Identified**

5.3.1 SLHD will take a pro-active approach to identifying rechargeable repairs, where the tenant has intentionally caused damage to the property and instil

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into tenants the need to respect and look after their homes. Members of staff will be conscious at all times of damage to the property that could have occurred as a result of safeguarding issues.

Rechargeable repairs will be identified through the following routes:

- During visits made to introductory tenancies during the first twelve months of the tenancy.
- During routine or scheduled visits carried out as necessary by Housing Management staff.
- Through the Customer Access Team by staff's appropriate questioning when they suspect damage has been caused by the tenant and repairs may be rechargeable.
- When visits are made by SLHD inspectors or surveyors to pre-inspect repairs or undertake a stock condition survey.
- A visit as part of the pre-termination process.
- From an operative visiting the home.
- When a pre-transfer visit takes place
- During the tenancy verification visit
- When highlighted during an estate walk

5.4 Exemptions and Discretionary Circumstances

5.4.1 Police

Where damage has been caused by forced entry by the Police executing a warrant, and the tenant receives a caution or is prosecuted, then a recharge will be raised against the tenant.

5.4.2 Where the damage is a result of vandalism or a criminal act, provided that it has been reported to the Police and a crime reference number obtained, a recharge will **not** be raised.

5.4.3 Vulnerable Tenants/Safeguarding

Where a tenant has caused wilful damage and normally a rechargeable repair account would be raised, discretion should be exercised depending on the circumstances affecting the individual tenant.

Where it is identified that there is a persistent issue of possible rechargeable repairs, that are not being raised, due to vulnerability, SLHD will investigate the reasons behind this and where necessary arrange for appropriate support to be provided or look at other options to prevent further damage being caused by finding an alternative repair solution. It is SLHD's primary concern that where vulnerability or safeguarding issues are apparent that the tenant obtains the support and assistance and referrals to relevant agencies should be made.

5.4.4 If rechargeable repairs have been identified at a property where a transfer request has been made and the applicant is unable to rectify the damage either physically or financially, consideration will be given to permitting the transfer if there are special circumstances. For example, if the transfer is on medical grounds or to address under-occupancy charges. Discretion will be applied as to whether a recharge account will be raised.

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5.5 Charges

5.5.1 SLHD will charge tenants fairly. All rechargeable repair work will have standard charges for each type of job, and these costs will be the same for both current and former tenants. These charges will be reviewed should there be a change in the rate of VAT or where schedule of works rates change.

5.5.2 Rechargeable repair prices will be based on current repair costs, using the National Housing Federations Schedule of Rates. VAT will be added at the standard rate for current tenants but is not applicable to ex-tenants.

Rechargeable jobs costing less than £60 (excluding VAT) will not be raised.

The price quoted will be the same as customers are invoiced for and will be the charges that they have to pay regardless of how much the final work costs. By providing a price to tenants at the point that the repair work is ordered will allow an informed choice as to whether they use SLHD to undertake the work, engage their own tradesperson or do the work themselves.

5.5.3 For both emergency and non-urgent rechargeable repairs, SLHD will inform tenants and former tenants (where a forwarding address is known) in writing of details of what work has been/will be carried out and how much it will cost within 10 working days of the repair order being requested. An account will be issued within 10 working days of the works order being placed.

5.6 Making Payments

5.6.1 Tenants are required to make a verbal commitment to meet the costs of a rechargeable repair and state how they intend to pay (i.e in full or via an installment plan) before the repair is ordered and an account raised.

5.6.2 Once the account has been received by the tenant, payment should be made in accordance with the instructions given on the account correspondence. Should tenants have difficulties in paying the amount in full, contact should be made immediately to arrange an installment plan.

5.6.3 Tenants should be aware that non-payment of the account or defaulting on an arrangement will result in court action and/or pursuit of the debt through a debt collection agency and this will increase the debt by court costs and recovery agent fees.

5.7 Complaints Process

5.7.1 Current and former tenants have the right to complain about any rechargeable repairs and this will be handled through SLHD's Compliments, Comments and Complaints procedure. Stage one complaints can be made either via the SLHD website or in writing.

6. Consultation

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6.1 EMT, Heads of Service, Service Managers and staff who are involved in the recharge process have been consulted with, regarding the revisions in the policy document. The One Voice Forum and Tenant Scrutiny Panel, have also been consulted on the content of the policy and approved any revisions.

7. Monitoring and Review

7.1 It is important that SLHD monitors the effects of rechargeable repair policy. Areas to be monitored are as follows:

- Number and costs of rechargeable repairs raised for empty properties (voids).
- Number and costs of rechargeable repairs raised for current tenancies.
- Rechargeable repairs recovery rates.
- Numbers of complaints, disputes and outcomes.

This policy will be reviewed usually every five years or whenever there are any relevant changes to legislation, case law or good practice that would impact on the operation of this policy.

8. Performance Standards

8.1 SLHD will write to the tenant giving details of what work has been/will be carried out and informing them of the full costs within 10 working days of the rechargeable repair being requested. The account will be raised and issued to the tenant within working 10 days of the works order being placed.

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