

# **Rother Owned/Leased Accommodation**

## **Recharge Policy**

## 1. **Aims**

This Policy sets out our approach to charging residents for repairs and related costs they are responsible for. It describes:

- When we will charge for repairs
- How we will charge for repairs
- What happens if residents do not pay recharges
- What residents can do if they are not happy with a charge

## 2. **Scope**

This policy covers all residential properties owned or managed by Rother District Council (RDC).

We will not tolerate malicious or intentional damage to property and promote a responsible attitude by our residents. Tenants are responsible for any accidental or deliberate damage caused by members of their household or any visitors (including children). We ensure that tenants are aware of their responsibilities when they sign their occupancy agreement. We encourage them to have contents insurance to cover accidental damage to the property.

## 3. **When we will charge for repairs**

We will charge for repairs when they are:

- Tenant responsibility (as detailed in their tenancy agreement and our Responsive Repairs Policy)
- The result of damage caused by the tenant, other household members or a visitor (whether deliberate, accidental or through negligence)
- Repairs that the tenant has carried out which are not to the required standard

We will charge when the works needed are the tenant's responsibility or there is deliberate damage. This includes, but is not limited to:

- Repairs due to damage or misuse: when works are due to damage or misuse by the tenant, their family or friends to fixtures or fittings in your home or communal areas. The damage can be accidental or deliberate. Examples of some communal fixtures and fittings are intercoms, windows, doors, walls, footpaths, waste pipes and lights
- Vandalism: works to rectify vandalism damage where an individual admits causing the damage or is prosecuted by the Courts
- Alterations: if you carry out improvement works not of an acceptable standard we will rectify the work ensuring the health and safety of residents and the property
- Alterations where you have not asked our permission
- Garden and property clearance when tenancy ended: gardens and communal areas should be kept clear and tidy. Properties should be left empty, including the loft space. We will recharge you for the costs of removing and storing anything left in a property or garden

- Clearing, cleaning and repairing a filthy or verminous property: terms are defined under the Public Health Act 1936 (Section 83 as amended by section 35 of the Public Health Act 1961)
- Damage to furnishings supplied by RDC

We may not charge you in exceptional circumstances, including:

- Where damage is criminal, caused either by an unknown person or in situations of domestic abuse, or harassment
- Where damage is found following the end of a tenancy and it is considered insensitive or inappropriate to pursue the former resident or their next of kin for the charges. For example, where residents have been moved into hospital, residential care, or they have died

#### **4. How will we charge for repairs**

When a tenant reports a repair to us, we will let them know who is responsible wherever possible. If it is RDC or another relevant landlord, we will follow the Responsive Repairs Policy to get the work done. If it is an emergency or your tenancy has ended, we will carry out the works and recharge the costs to you.

If it is something the tenant is responsible for, we will instruct a contractor, or use in-house maintenance where possible. Depending on cost, we may need to obtain a number of quotes, and a contractor instructed as per RDC's procurement requirements. We will notify the tenant, at the earliest we can, of the price and ask them how they would want to pay. We can accept full payment within 28 days, or we can agree a payment plan if they let us know they need to spread the cost.

#### **5. What if the recharge is not paid**

If the recharge is not paid, we will:

- Look to recover the debt in line with our Debt Management Policy
- Take court action
- Not agree a transfer while money is owed for a repair (except urgent moves)

#### **6. Appealing a recharge**

If the tenant feels they should be exempt from a recharge, they can ask us to review their case. We will review the reasons for a recharge. We will not consider altering the amount we are recharging you. A senior manager (determined by the nature of the recharge) will consider your case and let you know their decision within 10 working days.

#### **7. Review**

We will carry out a review of this policy every three years or sooner, subject to any legal, regulatory or internal changes. We will consult and involve our tenants at these reviews through satisfaction surveys and feedback groups.

## 8. **Data Protection**

RDC collects, holds and uses a considerable amount of information, including personal data, so that it can provide its services to you. RDC is fully committed to protecting your personal data. You can find a copy of our Privacy Policy at [www.rother.gov.uk/data-protection-and-foi/privacy-policy/](http://www.rother.gov.uk/data-protection-and-foi/privacy-policy/)