

Tenant and Leaseholder Repairs & Services Recharge Policy

Policy:	Tenant, Leaseholder & Licensee Recharge Policy
Scope:	The policy outlines what tenants, leaseholders & licensees can be charged for and how these charges are calculated
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Statute:	<p>This policy works in line with legislation, regulation, and good practice including but not limited to:</p> <ul style="list-style-type: none"> • Housing Act 1985 • Environmental Protection Act 1990 • Housing Act 2004 introducing the Housing Health and Safety Rating System • The Regulatory Reform (Fire Safety) Order 2005 • Building Regulations 2010 • Anti-Social Behaviour, Crime and Policing Act 2014 • Homes (Fitness for Human Habitation) Act 2018 • Social Housing Regulation Act 2024
Related Policies:	<ul style="list-style-type: none"> • Repairs Handbook • Garage Tenancy Handbook • Income Recovery Policy • Housing Allocations Policy • Housing Compensation Policy

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1.0 Introduction

1.1 This policy outlines what tenants and leaseholders may be charged for, how these charges are calculated, and how these payments are enforced. Tenants are responsible for any damage caused by themselves, their household members, visitors, and pets which is not due to 'fair wear and tear'. This includes decoration, fixtures and fittings, the common parts and the neighbouring properties. It applies to all rechargeable repairs and services, including communal and external areas.

This policy applies to:

- Current tenants and leaseholders.
- Former tenants (including garages)
- Temporary license holders.

2.0 Aims of the Policy:

This policy aims to:

- Encourage tenants to maintain their property by charging for negligence or deliberate damage.
- Ensure transparency and efficiency in handling rechargeable items.
- Recover costs from current and former tenants and leaseholders.
- Maximise SADC's income through debt recovery.

3.0 Tenant's responsibilities:

3.1 It is the tenant's responsibility to:

- Report repairs promptly and keep the property in good condition.
- Seek permission for alterations to the property.
- Ensure the property is clean and clear when moving out.
- Maintain the property in line with the tenancy agreement.
- Provide access for inspection and works.
- Make payment for recharges identified.

3.2 **Like most social landlords**, SADC do not cover home contents insurance. Tenants, leaseholders, or licensees should consider obtaining home contents insurance for the property in case of events such as a fire, leak, burglary, damage or accidental breakages. The liability for any of the above events will usually sit with the tenant, leaseholder, or licensee.

3.3 SADC have partnered with Thistle Tenant Risks to offer the Crystal Insurance Scheme; an affordable home contents insurance policy available to all social and affordable housing tenants to help increase the take up of insurance.

4.0 Types of Rechargeable Items

4.1 Rechargeable items include but are not limited to:

- Repairs required as a result of deliberate damage caused by the tenant, their household members, visitors, or pets.
- Repairs required as a result of unauthorised or unsatisfactory alterations or improvements to the property made by the tenant or on their behalf such as an external repairs contractor.
- The cost of SADC removing unauthorised goods left in a property or communal areas.

4.2 Potential recharge examples:

- Costs associated with gaining access to a property where reasonable request for access has been given, but access has been withheld or prevented by the tenant.
- Costs associated with legal action
- The replacement of missing items (such as fire doors)
- Property alterations, including but not limited to, conservatories, ponds, removing/adding internal walls, doors, windows, and kitchen fittings.
- Damage other than fair wear and tear.
- Replacement of lost, stolen or damaged keys or fobs and associated lock changes.
- Clearance of rubbish, floor finishes, etc.
- Clearing out of lofts.
- Clearing gardens including removal of sheds (sheds in good condition may be left if agreed at pre-tenancy inspection by a Housing Officer)
- Removal or lopping of trees where it is tenant responsibility, and it has not been maintained.
- Repairs to pathways, fencing, outbuildings, or property where damage has resulted because of unmaintained trees which are considered tenant responsibility.
- Removal or making good tenant fixtures.
- Damage to a property which resulted from the failure of a resident to fulfil their repair responsibilities, report a repair, or damage caused by a tenant's faulty equipment.
- Drain clearance for blockages where the problem can be traced to misuse by a particular household
- Criminal damage to a property, including where a resident has informed us there has been a crime but has not obtained a crime reference number

This is a list of examples and not exhaustive.

5.0 Examples of Rechargeable Works

5.1 Deliberate Damage or Neglect:

Tenants, licensees, and leaseholders are generally responsible for all damage except for normal wear and tear.

If the repair has been created due to neglect and not fair wear and tear, the tenant will be notified that the repair will be rechargeable. If a property is in poor condition, for example excessive dirt, hazard waste, excessive items, overgrown gardens, SADC may need to organise necessary work including deep cleans and clearances of properties.

This also includes repairs required for health and safety reasons, and any damage to a communal or external areas.

5.2 Unauthorised alterations/improvements to the property

Tenants, licensees and leaseholders must have written permission from the Council before starting any alterations or improvements to the interior or exterior of their property (apart from internal decorating). If they don't seek permission, they may be charged for restoration and face enforcement action.

Before a tenant moves out or terminates their tenancy, they need to find out if they are expected to leave any alternations or improvements in place or whether they must return the property to its original condition. It is the tenant's responsibility to check this before they move. If the Council has to complete any work as a result of alterations that the tenant has carried out, the cost of the work will be recharged in full to the tenant or the tenant's estate (if the tenant has passed away).

6.0 Moving Out:

6.1 Tenants, licensees and leaseholders must leave the property clean and in good repair, removing all belongings and unauthorised fixtures. This also applies to tenants and leaseholders who have a shed, loft and/or a garage.

6.2 Before moving out, tenants, leaseholders, and licensees must:

- Remove all belongings
- Leave the property in a clean and tidy condition, including the loft and the garden
- Leave the property in reasonable decorative order
- Remove any fixtures and fittings which have been installed without written permission, reinstate originals or similar to originals and put right any damage caused.
- Report any repairs to SADC
- Complete necessary termination form and return keys
- Clear any items left in communal areas

6.3 Any rechargeable outstanding repairs, deemed the tenant's responsibility, must be rectified at the tenant's cost before moving out.

6.4 The Council will recharge for the cost of clearing the property of any rubbish or belongings left behind. There will also be a recharge for any repairs needed which are identified as the tenant's responsibility.

6.5 Where a tenancy is terminated due to the death of a tenant, any recharges that they held will be transferred to the estate to pay back.

7.0 Emergency Repairs

Where a tenant or leaseholder reports an emergency repair, charges may be determined on a case-by-case basis.

8.0 Garages

- 8.1** The garage tenancy agreement states that a garage must only be used for the storage of a motor vehicle or motorbike.
- 8.2** The tenant, leaseholder or licensee is responsible to insure their vehicle and any contents stored within a garage. The Council accepts no responsibility for the contents left within the garage, nor should a garage be left insecure.
- 8.3** The tenant, leaseholder or licensee will be subject to a charge for the clearance of any items left in the garage which will be removed by a Council designated contractor in accordance with the Agreement signed.
- 8.4** The tenant cannot make any structural or other alterations to the garage.
- 8.5** For more information, please refer to the Garage Tenancy Handbook.

<https://www.stalbans.gov.uk/sites/default/files/2025-04/2025-Garages/Garage-Tenancy-Handbook-April-2025.pdf>

9.0 Recharge Costs

- 9.1** Recharges are based on the actual costs incurred by SADC plus an administration charge. They are not designed to be 'profit making'.
- 9.2** During the life of a tenancy, once a Rechargeable Repair is identified, a report will be compiled highlighting each item, details of the repair(s), and an estimated cost. The cost of the repair will be communicated before any works can begin. For works identified during a pre-void inspection, emergency, or when a tenant has moved out, estimates cannot always be given. Those former tenants will be alerted of the costs.
- 9.3** This will be used to create an invoice for the cost of completing all the listed works.
 - Costs are based on current repair costs plus a 15% administration fee.
 - Tenants can complete non-emergency repairs themselves if they meet SADC's standards, as set out in the lettable standards leaflet*. In certain situations, they can request an extension of time to complete these repairs.
 - Some non-emergency repairs costs will be requiring payment in advance of the works being completed.

*For more information on our standards, please see:

<https://www.stalbans.gov.uk/sites/default/files/attachments/SADC%20Lettable%20standards%20leaflet%20A4.pdf>

10.0 Payments and Enforcement

- 10.1** Invoices are issued for rechargeable items, with various payment methods available.
- 10.2** Enforcement actions, including legal action, will be taken for unpaid debts. For more information, see the Income and Income Recovery Policy.
- 10.3** Legal action may be taken to recover debts, which can affect credit ratings and housing applications.
- 10.4** Where there are current arrears, rechargeable costs will be collected once the rent account is cleared, and any associated court costs have been paid. Tenants will be encouraged to continue making an additional payment onto their rent account so that the recharge account can be reduced and cleared.
- 10.5** Tenants hoping to transfer, mutually exchange or Right to Buy will have to ensure any recharges are paid in full before an offer will be made.
- 10.6** Any sums paid to tenants e.g. goodwill gestures, compensation payments or downsizing grants will have any outstanding sums deducted before the final payment is issued to tenants, and if applicable former tenants.

11.0 Exemptions and reductions

- 11.1** In exceptional circumstances, tenants, leaseholders or licencees can request an exemption or reduction in costs. Any such challenge to be made via the formal complaints process. The Council will make the final decision on all exemptions and will consider individual circumstances.
- 11.2** The following circumstances will be considered whether charges or full charges are applied:
- Damage is due to a third-party malicious act (with a crime number), that has taken place within the last three months.
 - Damage is due to domestic violence, harassment, or hate crime towards the tenant(s).
 - The tenant or dependent household member is vulnerable and suffering severe hardship.
 - Damage is due to reasonable wear and tear.
 - Where entry is forced due to concerns about the well-being of the tenant.

12.0 Our obligations to you:

SADC will:

- Provide clear communication about this policy to all tenants, licensees and leaseholders.
- Consider various payment options to avoid financial hardship.
- Consider waiving or limiting charges in certain situations, such as when a tenant is vulnerable.

- Ensure that all staff and contractors are aware of and adhere to this policy.
- Keep evidence to confirm the reason for applying the recharge, including photographs, receipts, and quotations where applicable.
- Monitor and analyse rechargeable works for repeated recharges, including the reason for the charge, the type of work, and collection method (including rates).
- Where possible, notify tenant/former tenant/executor in advance of any rechargeable works.
- Regularly review and update this policy to reflect changes in legislation and best practices.

13.0 Equality, Diversity, and Inclusion

13.1 An Equality Impact Assessment was conducted during the development of this policy. As the ability to recharge is already embedded in the tenancy and lease agreements, the policy has no expected negative impact on any protected characteristic given the 'obligations' outlined in section 12.

13.2 In communicating this policy and considering its implementation, we considered the requirement to message clearly, provide payment options to avoid hardship, and retain the ability to waive or limit charges in some situations, such as when someone is identified as vulnerable. This will be managed on a case-by-case basis.

14.0 Monitoring

14.1 To comply with its service commitments, it is important that we monitor the effects of rechargeable repair procedures.

Areas we will monitor include:

- Number of rechargeable repairs conducted as a void repair.
- Number of rechargeable repairs conducted as a response repair.
- Number of other rechargeable works such as deep cleans and clearances.
- Cost of rechargeable repairs.
- Income received from rechargeable repairs/recovery rate.
- Numbers of disputes and outcomes, including monitoring of relevant protected characteristics.