

Housing & Property Services

Recharge Policy

2023 (V2)



North Kesteven
DISTRICT COUNCIL

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1. Aim

1.1 North Kesteven is committed to providing a cost-effective and efficient repairs service as well as high quality homes for all tenants. However, from time to time tenants, their household and visitors cause damage to our properties and in some cases we are unaware of this until the property becomes void. Therefore, it is necessary to seek to charge the tenant for the damage caused in order to recoup costs and ensure that properties are maintained at the highest possible standard. The aims of this policy are:-

- To give clear guidance on the circumstances in which a recharge will be payable by tenants
- Outline how the cost of a recharge is calculated
- Outline the process for collecting the recharge from a tenant
- Explain the action the Council may take if a payment is not made
- Clarify the appeals process and monitoring arrangements

2. Scope

2.1 This policy applies to:

- Tenants
- Former tenants
- Licencees, to the extent permitted by the licence
- Leaseholders
- All council properties
- Communal and external areas
- Garages

3. Definition

3.1 A chargeable repair is damage caused to a Council property by wilful damage, neglect, accidental damage, misuse or abuse by tenants or members of the household or their visitors. Under the terms of their tenancy agreement, tenants are responsible for any damage caused by members of their household or by any visitors.

3.2 Tenants are required by their tenancy agreement to keep their property in a reasonable condition, and when they end their tenancy to leave the property in the required condition.

4. Charges

4.1 Examples of items which may attract a charge for existing tenants include but are not limited to:

- Broken glass
- Any damage caused by anyone other than the Council's contractor/handyman whilst fixing a repair
- Loss of keys
- Tampering with service controls which result in a contractor having to reset the system
- All police incidents that result in damage
- Painting a gas appliance cover
- False reporting of a defect or false Emergency hotline callout
- Appointments for emergency repairs that are not kept by the tenant
- Removal of a radiator and being unable to replace it correctly
- Damage caused by a tenant's pet

4.2 Examples of items which may attract a charge for tenants leaving a property at the end of their tenancy include but are not limited to:

- Removal of former tenant's belongings including rubbish, both internally and externally
- Untidy/overgrown garden
- Any garden items including fences, slabs, sheds etc. which you have installed and not removed following handover of keys
- Any DIY work carried out by tenants that needs to be repaired
- Replacement of fittings and fixtures due to damage
- Decoration over and above that which would reasonably be expected
- Items for which the former tenant did not have Council permission to install/undertake?

4.3 The cost of a charge is calculated as follows:

- The cost of the repair, plus
- The cost of any callout fee (if an emergency or out of hours call), plus
- An administration charge of £36.05

None of the above charges are subject to VAT.

4.4 Where possible the current tenant(s) will be asked to sign to acknowledge the likely charge before the work is carried out unless the repair is an emergency in which case it will be arranged immediately or 'made safe' until the repair can be completed.

4.5 For remedial work charges caused by criminal damage, evidence from the police confirming a crime number will be required. The tenant will be asked to sign the declaration form and provide a police incident number. If this is not provided the tenant will be charged for the cost of the repair.

4.6 After investigation, if it is accepted that the damage was caused by criminal damage caused

by those not part of the household or visiting the household then the tenant will not be asked to pay for the repair. Details of the incident may be passed onto the Antisocial Behaviour Team or the Police for investigation.

- 4.7 When a tenant gives notice to end their tenancy, a termination form and booklet is issued which includes information on the standards we expect the property to be left in. When the property is vacated at the end of the tenancy, the Council's contractor will take photographs of any items which may attract a recharge. There will be no charge to the outgoing tenant where we are unable to evidence the work required and undertaken.

5. Mutual Exchanges

- 5.1 When a mutual exchange takes place by assignment of the tenancy, the incoming tenant takes on all the rights and responsibilities of the existing tenancy. This means that any subsequent works as outlined elsewhere in this policy, even if caused by the actions of the previous tenant, become the responsibility of the incoming tenant, who can then be charged for that work.
- 5.2 In certain cases, a mutual exchange takes place by way of surrender and granting of a new tenancy. In such instances, responsibility does not transfer to the new tenant, who therefore cannot be charged for works relating to costs incurred before the exchange took place.

6. Discretionary Circumstances

- 6.1 In some exceptional circumstances we may agree that the tenant does not have to pay a charge for the repair. Each case will be considered individually and take into account:
- The tenant's age, health, disability and vulnerability
 - The type of repair and any previous rechargeable repairs
 - Whether the damage was caused by vandalism and the police have been contacted
 - Where forced entry has been made

Where the damage was caused by vandalism the details may be passed to our Neighbourhood Services Team and the Antisocial Behaviour Team for further investigation and possible action.

7. Insurance

- 7.1 Tenants should have home contents insurance and may be covered for accidental damage to their council property.

8. Responsibilities

- 8.1 The implementation of this policy is the joint responsibility of the Repairs Team (for current tenants) and the Income Management Team (for void properties). Collection of payment is the responsibility of the Income Management Team and Finance Department.
- 8.2 The Repairs Team requests that an invoice for the repair charge be sent by the Finance Department. Invoices specifically in respect of charges for void related works are requested by the Income Management Team. In either case, the tenant then has 21 days to make contact and arrange payment. If within this period no contact or payment is received, a first reminder letter is generated and sent. If no payment is received within 10 days of the first reminder letter being sent, a second reminder letter is then issued.
- 8.3 If no payment is received within 14 days of the second reminder letter, the Finance Department will refer the case to the Income Management Team, who will continue to pursue the debt. Further action will then be considered as appropriate, including referral to a debt collection agency and/or County Court action for recovery of the debt.

9. Appeals

- 9.1 A tenant may wish to appeal against the decision to charge them for a repair. The appeal will be dealt with via the Housing & Property Services Appeals route with reference to the Policy.

10. Supporting Documents

- 10.1 This policy has been established with due regard to the following:

- NKDC tenancy and licence agreements
- Fair Collection and Debt Recovery Policy
- Housing & Property Services Appeals Policy
- Legal Action to Enforce Tenancies (Eviction) Policy

11. Monitoring & Review

- 11.1 This policy will be monitored annually against its aims by the Income Management Team Leader.
- 11.2 This policy will be reviewed in response to changes in legislation, statutory instruments and case law by the Income Management Team Leader.
- 11.3 In the absence of any legislative changes to trigger a review, this policy will be reviewed every three years to ensure it remains organisationally accurate.



North Kesteven
DISTRICT COUNCIL

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