

Selby District Council - Recharge Policy (2021)

1. Introduction

- 1.1 This document sets out the recharge policy for tenants (therein including licensees) of Selby District Council. Recharging relates to both former tenants in the form of void property recharges and current tenants in the form of repair recharges. This policy will set out what tenants may be charged for, how they will be identified and how they will be dealt with.
- 1.2 The Council's Tenancy Agreement states that the tenant, those living with them and their visitors must take reasonable care to prevent damage to the property, decoration, fixtures and fittings, supplied furniture (if applicable), communal areas and neighbouring properties.
- 1.3 The Council recognises that the vast majority of tenants have high standards and will look after their homes. However, there are a small number who do not value their homes or take responsibility for ensuring they comply with the terms and conditions of their Tenancy Agreement relating to property standards. In line with this policy, the Council has the tools to be able to recharge those tenants who do not comply; and thereby help to keep rents and service charges low.

2. Objectives

- 2.1 To proactively promote a responsible attitude from tenants towards their property through information and support and by ensuring that costs, where justified, are pursued from those who are negligent or deliberately cause damage.
- 2.2 To ensure rechargeable items are set out with transparency, clearly communicated and dealt with efficiently and fairly.
- 2.3 To maximise income via the recovery of debts owed relating to rechargeable items in the interest of both the Council and their tenants.

3. Definitions

- 3.1 Rechargeable repairs (in either void or current properties) result from damage or negligence to the property and/or its fixtures and fittings (internally or externally) by either the tenant, a member of their household or an invited visitor to the property and/or communal areas; or where a repair falls outside the scope of the Council's legal responsibilities.
- 3.2 Reasonable wear and tear within properties is expected and will not be regarded as a rechargeable cost.

4. Landlord and Tenant Responsibilities

- 4.1 As a landlord, Selby District Council has certain responsibilities to maintain and repair our properties. These responsibilities are set out in the various Housing Acts, Landlord and Tenant Act 1985 and the Human Rights Act 1998, and are detailed in our Tenancy Agreement.
- 4.2 Tenants also have responsibilities to maintain and carry out certain repairs to our properties. These responsibilities are also set out in the Tenancy

Agreement. If tenants are unsure as to whether a repair is their responsibility or the Councils, they are able to ask their Neighbourhood Officer for clarification.

5. Identifying Rechargeable Repairs

5.1 Rechargeable repairs can be identified in any of the ways set out below. This list is not exhaustive and rechargeable repairs may be identified in other ways:

5.1.1 Through a programmed inspection of the property

- Mutual Exchange: the Neighbourhood Officer will visit the property and advise the tenant what improvements need to be made in order for the exchange to be progressed.
- Pre-termination visit: rechargeable repairs will be identified as far as practically possible before the property becomes vacant.

5.1.2 Through reactive visits

When a Council employee or contractor is called to address a repair, it will be inspected to identify if the damage was caused by negligence or deliberately. Where this has occurred, it will be reported back to the Property Management Team for consideration to recharge for both the call-out and repair.

5.1.3 Through information received from external bodies (e.g. Police / social care services / Council contractors)

In certain circumstances, requisitions for repairs may be raised by external organisations and highlighted as rechargeable. In these cases, details of any required repairs carried out will be sent to the Property Management Team for recharge consideration.

5.1.4 Through self-reporting

When a tenant reports their own repair, the Customer Service Advisor can refer to the Property Management Team for further clarification and the decision may be made to recharge for the repair based on the information presented.

5.1.5 Through report to out-of-hours staff

In an 'out of hours' situation, and if the repair is deemed an emergency, work will be carried out and a retrospective recharge may be considered based on the information provided. The tenant will be made aware of this.

6. Recharges due to - Deliberate, Accidental or Negligent Damage

6.1 Recharges could be necessary due to, but not limited to:

6.1.1 A result of negligence by a tenant that impacts on another. In such cases, the repair to the affected property shall be dealt with via the normal process, but a recharge invoice will be sent to the tenant responsible for the damage caused.

6.1.2 A result of malicious actions (whether the perpetrator is known or not), which must be reported promptly to the Police and a crime reference number obtained. Police incident numbers will be considered on a case by case basis, accepted at the discretion of the Council.

- 6.1.3 Wilful damage caused by tenants, those who live with them, their pets, lodgers or visitors (including children) to any part of the property or communal areas through an act of violence or mistreatment.
- 6.1.4 A result of accidental damage. Each case will be considered on its merits, and discretion may be exercised depending on the circumstances.
- 6.1.5 The cost of removing graffiti and rectifying damage where this has been done by the tenant, their household members (including children), lodgers or visitors to the property.
- 6.1.6 Reasonable costs for special cleaning and/or any other professional treatment that might be needed if your home or a communal area becomes infested as a direct result of you failing to take reasonable steps.

7. Recharges due to – void works (when you leave or mutually exchange your property)

- 7.1 Recharges could be necessary due to, but not limited to:
 - 7.1.1 For the cost of making good any damage, replacement of missing fixtures and fittings, unauthorised alterations and removal of anything left in the home, garage or garden at the end of the tenancy. Particular attention will be given to:
 - Missing items
 - Property alterations
 - Damage other than fair wear and tear
 - Clearance of rubbish, floor finishes etc.
 - Clearance of lofts
 - Clearing gardens including removal of sheds (sheds in good condition may be left if agreed at pre-tenancy inspection by a Neighbourhood 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 is a consequence of unmaintained trees deemed the tenant's responsibility
 - Removal or making good tenant fixtures.
 - 7.1.2 Where possible a final inspection of the property should be carried out by a Neighbourhood Officer before the property is vacated to ensure all rechargeable repairs have been completed to the Council's satisfaction.
 - 7.1.3 Where it has not been possible to carry out a final inspection (e.g. where a tenant has passed away), an inspection will be carried out as soon as possible after the property is vacated and any rechargeable repairs dealt with via this policy. Care should be exercised to ensure necessary repairs can be attributed to the outgoing tenant and did not occur post-vacation.
 - 7.1.4 Each case will be considered on its merits and discretion may be exercised depending on the particular circumstances.

8. Recharges due to - Other

8.1 Recharges could be necessary due to, but not limited to:

- 8.1.1 Unauthorised alterations by a tenant where the Council cannot grant retrospective consent. This includes any works that are required to bring the property back up to an acceptable level in accordance with the Council's Lettable Standards.
- 8.1.2 Replacement of lost or broken door entry key fobs and keys by a tenant, and the cost incurred in gaining entry to change the lock(s), including garages and outbuildings.
- 8.1.3 Storage of a tenant's goods following eviction, when the property should be left clean, tidy and empty. If belongings are left in the property, the Council will apply the provisions of section 41 of the Local Government (Miscellaneous Provisions) Act 1982 (lost and uncollected property). If the items are not removed by the tenant in the timescale provided and the Council therefore take ownership of the items, the tenant will be charged for any costs incurred by the Council relating to the removal, storage, disposal or other costs relating to their property.
- 8.1.4 Occasions where access to Council property is required to fulfil legal obligations, such as the completion of gas servicing. Where access to the property is denied and legal action is taken, the tenant will be responsible for costs incurred, where awarded.
- 8.1.5 Other court costs and legal fees - occasions where it may be necessary for the Council to take a tenant to court (e.g. for the non-payment of rent or due to Anti-Social Behaviour). Where awarded, the tenant will be responsible for cost incurred.
- 8.1.6 Clearance of bulky items from housing land/communal areas - if a Neighbourhood Officer deems it necessary for such items to be removed, the responsible tenant will be recharged accordingly. If a bulky item has to be removed from a communal area and the person responsible is not known, the tenants within that area will be recharged in equal amounts where it is considered to be appropriate and reasonable to do so.
- 8.1.7 Costs of tidying gardens and removing trees/hedges that have been neglected or left overgrown by a tenant and there is no good reason why the tenant cannot do the work themselves. Also where a tenant has requested the removal of a tree/hedge/or other natural item which is not the responsibility of the Council (and any necessary consents first obtained). If the tenant is elderly or disabled, the Council may be able to advise the tenant where they can go for help with their garden.
- 8.1.8 Any other circumstances that cause an unreasonable cost to the Council.

9. How Recharges are raised

- 9.1 When a repair request is received or identified and it is considered to be rechargeable per the policy conditions above, the tenant will be advised of their responsibility to have the work carried out and that it will be at their own cost.

- 9.2 In some circumstances, tenants are not obliged to have the rechargeable work undertaken by the Council and can complete it themselves; or if the task is specialised, hire a specialist in the area concerned to undertake the work required. This individual must have adequate public liability insurance cover and be properly and appropriately registered for the applicable trade - for example, qualified and registered electricians, gas safety professionals, recognised tree fellers. The tenant must notify the Council in advance if they intend to employ a specialist contractor in order to obtain prior consent. The work must be completed to a standard accepted by the Council and an inspection must take place to ensure this.
- 9.3 Where the tenant is unable to arrange for the repairs to be completed, with agreement from the tenant to accept the recharge, the work will be processed by the Council in the normal way and defined as a recharge. If possible, full payment in advance should be taken. If this is not the case, once the work is completed, an invoice will be issued for the cost of the works for payment by the tenant.
- 9.4 Where the tenant is unwilling to arrange for the repairs to be completed (either by recharge or by making their own arrangements), and as a consequence will put other tenants or visitors at risk, then the repair shall be processed by the Council in the normal way, defined as a recharge and an invoice sent to the tenant as soon as possible after completion of the works.
- 9.5 Where the tenant has passed away, an invoice will be raised against the estate.

10. Calculating the Cost and Payments of Recharges

- 10.1 Once a rechargeable repair has been identified, a report will be compiled highlighting each item, details of the repair(s) and an estimated cost. This will be used to create an invoice for the cost of completing all of the listed works.
- 10.2 The costs of rechargeable repairs are based on the repair costs (usually in accordance with the schedule of rates unless a specialist repair service is required) and may vary.
- 10.3 Where tenants are unable to pay the amount due for a recharge in full, a repayment plan can be considered and, if appropriate, agreed at a reasonable/affordable level. Payment can take place in many different formats which will be discussed with tenants on an individual basis.
- 10.4 Where an invoice is raised against an estate and there are no funds available, the executor/administrator of the estate, next of kin or other persons managing the financial affairs must provide a copy of the deceased's closing bank statement.

11. Moving Tenancy

- 11.1 If a tenant leaves their current home to become our tenant in another home, but has current rent arrears or other repair recharges:
 - 11.1.1 In normal circumstances, the Council will expect the tenant to clear their existing rent account and recharges before they are able to transfer or exchange homes.
 - 11.1.2 By signing the new tenancy, the tenant agrees that the Council can treat these as debt under the new tenancy and will be entitled to use all rent

payments made on the new home to pay off any arrears/recharges on the previous property.

- 11.2 If a tenant has more than one charge still to pay (for example, rechargeable repairs for damage caused to the home as well as rent arrears), the Council may use any money paid by the tenant to pay off the oldest debt first, as long as the tenant has been advised beforehand that this is what the Council intends to do.

12. Disputes and Exceptions

- 12.1 Subject to any legislative requirements, disputes of recharges should go through the Council's Corporate Complaints Procedure, but should be received within 21 days of the invoice being sent.
- 12.2 If appropriate, the tenant will be notified if further evidence is required, and within what timeframe. It is the tenant's responsibility to provide the requested evidence, without which it will be assumed they no longer wish to pursue the matter.
- 12.3 The Council will fully investigate any disputed rechargeable costs. If after investigation the original costs are upheld, the tenant will be advised of the necessary steps to be taken to repay the amount owing; or if they remain dissatisfied with this, can escalate their complaint per the Corporate Complaints Procedure.
- 12.4 The cost of a recharge may be waived (in full or in part) in exceptional circumstances where evidence can be provided to justify such waiver, e.g. it may be appropriate to waive if the Tenant/Leaseholder has a disclosed, prolonged or considerable disability, mental health issue, learning difficulties or where a recharge would result in considerable financial hardship.
- 12.5 The Council has the right to refuse to carry out rechargeable repairs providing that by doing so, they are not placing the tenant or any other residents at risk of harm and the Council is not acting in breach of any legal obligations to the tenant. Reasons for this include requests for additional works where previous payments have not been made or repayment plans have not been kept.

13. Review

- 13.1 This Recharge Policy will be reviewed every three years, unless required earlier through legislative or regulatory changes.