



Uttlesford District Council

Housing

Recharges Policy

Issue Date: September 2025

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Recharges Policy

1.0 POLICY STATEMENT

- 1.1 Uttlesford Council, (The Council) is keen to encourage tenants to live responsibly in their homes in respect of their repair and upkeep. The Council will support and co-operate with tenants accordingly.
- 1.2 Recharging tenants is considered therefore as a last resort.
- 1.3 This recharge policy will ensure that the Council can recover the costs incurred with services, repairs, reinstatement/rectification works and maintenance for which the Council are not responsible for.

2.0 DEFINITIONS

- 2.1 The different forms of damage that give rise to recharges are defined as below.
 - Wilful Damage – damage caused to the Council's property intentionally.
 - Neglect – damage caused to Council Property due to neglect.
 - Misuse – damage caused to Council Property/land by incorrect or improper use, for example, damage to doors and graffiti to walls.
 - Accidental damage – damage caused to Council Property/land accidentally, for example, knocking a light fitting with a ladder when decorating.

3.0 INTRODUCTION

- 3.1 This policy covers the subject of recharging for repairs and other reasons associated with housing management.
- 3.2 Recharges are the costs for any repairs or work that the Council have been required to carry out following damage, unauthorised or non-compliant DIY, neglect, misuse or abuse by tenants, residents, members of their household, or visitors to their home, or by leaseholders or the leaseholder's tenants.

4.0 AIMS OF POLICY

- 4.1 The policy provides guidance on recharging the cost of repairs undertaken by the landlord. The main aims of the Council's Recharge Policy are to describe:
 - Under what circumstances we recharge tenants
 - When we would decide not to recharge a tenant
 - How to recover overdue chargeable repairs
 - To take fair but firm action to ensure that all debts relating to rechargeable repairs are collected to cover Council costs.

5.0 Categories of Rechargeable Repairs

Unauthorised or Substandard Alterations

- 5.1 If a tenant undertakes any alterations to a Council property without prior written consent from the Council, works must cease immediately, and the tenant must seek retrospective consent. Where the Council considers that the intended work is not suitable or acceptable then the tenant must reinstate the property to its original condition.
- 5.2 For any works carried out that need to be made safe due to health & safety concern the tenant would be required to ensure that works are ceased until made safe.
- 5.3 If works are carried out by a tenant that do not meet an acceptable standard, the tenant will be required to rectify the matter and make good any issue identified.
- 5.4 If a tenant fails to complete works to an acceptable standard after being notified of the matter, then the tenant will be recharged for any costs incurred by the Council.
- 5.5 There will be an expectation that whoever undertakes the work on behalf of the tenant is competent to do so; in the case of Solid Fuel, Gas, or Electric works persons must be qualified and registered with the appropriate governing body at the time such as HETAS, NICEIC or Gas Safe. Certification will be required for the work and failure to provide such certification will deem the work potentially dangerous and as such unacceptable.

Neglect, Wilful Damage and Misuse Council Property

- 5.6 Where the Council has clear evidence that a defect or damage to any Council Property has been caused by neglect, misuse or wilful damage by the tenant, or by members of the household including visitors to their home, the tenant will be held responsible and will be recharged for costs incurred in some cases the Council will commence legal proceedings.
- 5.7 Neglect for example could include:
 - Losing keys
 - Putting nappies, wet wipes, 'flushable' wipes, sanitary products, or other inappropriate items in toilets.
 - Putting grease or food items in drains
- 5.8 Wilful damage for example could include:
 - Failing to use ventilation and heating, leading to condensation mould
 - DIY which has damaged the fabric/structure of the property or its internal parts

Accidental, Deliberate or Criminal Damage

- 5.9 Where works are required because the tenant, a member of their household or a visitor to their home has deliberately or accidentally caused damage to the property, the tenant will be recharged. This includes damage to any Council property for example fixtures and fittings in their home, gardens, garages or any communal fixtures or fittings owned by the Council and that are the responsibility of the

tenant to replace or repair if lost and/or damaged.

- 5.10 If the property has been damaged due to criminal activity by persons other than the tenant, a member of his household or invited visitors, for example criminal damage to a window or a door, the repair may not be recharged to the tenant.
- 5.11 In the event that damage by fire, or flood is caused through tenant action, or as a result of a faulty fitting or appliance (for which the tenant is liable for the fault), a recharge will apply, which at the Council's discretion maybe capped at the landlord's insurance excess. Discretion is less likely to be applied in relation to recharges where the cause of damage is, for example:
- Chip pan fire.
 - Candles
 - Overloaded electric sockets
 - Fire or flood caused as a result of criminal activity by a tenant or household member.
 - Indoor smoking
 - Unattended baths

Damage caused by Police or Emergency Services

- 5.12 Where the Police are executing a warrant and/or have a justified reason to forcibly enter a property, any damage caused during this process will be recharged to the Police, unless a criminal activity is discovered during the entry of the property. In this case the tenant would be recharged for any damage caused in executing the warrant.
- 5.13 Where the Police or other emergency services undertake a forced entry of the property for the health and welfare of any adult occupant(s), then no recharge will be applied, and the cost will be absorbed by either the Council or the Police.
- 5.14 If emergency services force entry which could have reasonably been prevented by the tenant, the tenant may be charged for the damage.

No Access and Carded Appointments

- 5.15 Where the tenant has had suitable notice and refused access for the Council or its appointed contractor to carry out our statutory obligations, for example the annual gas service or cyclical electrical test, the Council will recharge the tenant for any costs incurred with the aborted visit and any subsequent attempts to gain access.
- 5.16 If a tenant is out or does not answer the door when we visit for a pre-arranged repair appointment, the Council will recharge the tenant for any costs incurred with the aborted visited.

Assignments – Mutual Exchanges

- 5.17 The Council will advise the incoming (new) tenant that in assigning or surrendering their old tenancy they accept the new property in its existing condition.

- 5.18 As part of the mutual exchange an inspection form is completed by the housing officer reflecting the condition of the home of the outgoing tenant. The (outgoing) tenant has to sign the form to show they were happy about the condition recorded.
- 5.19 This inspection form is in practice a disclaimer that places the costs of works arising from the exchange to fall on the in-coming (new) tenant. The (new) tenant will be informed in writing of:
- Any fixtures and fittings installed by the outgoing tenant which are not Council responsibility.
 - Defects caused by the outgoing tenant which are not Council responsibility, for example broken door handles or holes in walls.
- 5.20 The Council will not accept liability for non-standard items, DIY, or damage on the basis that it was not apparent during the inspection.
- A full inspection is required due to unauthorised electrical alterations.
 - A full inspection is required due to unauthorised alterations which have compromised the safety of the gas and/or electrical supply.
 - A full inspection is requested by the incoming or outgoing tenant.

Other Recharges

- 5.21 Where it can be established that the tenant his/her family or guests are liable through wilful or negligent actions the Council will recharge the tenant for any costs incurred by Council in:
- Replacing any lost or broken door entry key fobs or keys and for changing locks
 - Storing tenant's belongings following vacating the Council Property
 - Removing graffiti and rectifying any damage
 - Taking legal action where the tenant has prevented us from carrying out our legal obligations.
 - Removal of trees or hedges which are not Council responsibility, if these are deemed to be dangerous or overgrown.
 - Damage caused by excessive hoarding of items within the property/land.
 - Clearing dog fouling
 - Attending a blocked waste where the tenant has not tried to clear it themselves, or where the cause of the blockage is considered to be through neglect or misuse.
 - Any other circumstances that cause an unreasonable cost to Council
- 5.22 Please note the above is not an exhaustive list.
- 5.23 The Council reserves the right to refuse to carry out rechargeable works provided that by doing so, we are not putting tenants at risk. This may be due to previous non-payment of a debt or where it is unlikely that repayment arrangements will be kept.

6.0 Discretions/Exemptions

- 6.1 Our Recharge Policy aims to reclaim costs whenever permissible. We will though assess individual circumstances, including vulnerability or disability, before proceeding with a recharge.
- 6.2 This will include completing a financial assessment of ability to pay as appropriate.
- 6.3 The Council reserves the right to waive the cost of a recharge in exceptional circumstances at the Council's discretion.
- 6.4 Discretion may be exercised as outlined below.
- For those with Learning Disabilities living alone
 - Where there is a Registered Physical Disability that prevents tenant carrying out their obligated repairs, if living alone
 - Debilitating Medical or Mental Health condition, and living alone
 - Households where all members have either Learning Disabilities, Registered Physical Disability (that prevents them from carrying out their obligated repairs), Debilitating Medical or Mental Health condition.
 - A relaxation of the recharge policy may be recommended for a tenant who has an excellent record of conduct during their tenancy.
- 6.5 Also, when considering raising any recharge, the Council will consider any protected characteristics as defined within the Equality Act 2010 of a Tenant.
- 6.6 Recharges will be waived in situations of suspected or confirmed criminal damage by unknown individuals, domestic abuse, or harassment.
- 6.7 If damage is caused to the property as a result of domestic abuse actions or antisocial behaviour, the tenant will be advised to report the incident to the Police to obtain a valid crime reference.
- 6.8 The tenant may not be recharged, but the third party, where known, will be pursued for the damage. Crime references will be followed up, and if the Police find that damage was not caused by criminal action, the recharge will remain with the tenant.
- 6.9 Exemptions will also apply in instances of damage discovered post-tenancy termination that is deemed insensitive or unsuitable for pursuit against former residents or deceased tenants' personal representatives.
- 6.10 The Council will deal promptly and considerately with all claims from residents for special circumstances or mitigating factors to be considered to justify the cancellation of a recharge.
- 6.11 When assessing the issue of exemptions we will have regard to our policy on Anti-Social Behaviour, ([Anti-social behaviour policy - Uttlesford District Council](#).)

7.0 Insurance

- 7.1 The Council are only responsible for undertaking any necessary repairs to the

building and the repairs within the remit of the repairs and maintenance policy.

- 7.2 Council tenants are strongly advised to take out a comprehensive contents policy to insure their private possessions and belongings and to cover damage caused by overflowing sinks, defective washing machines etc.
- 7.3 Damage caused to another property such as to a property below will be the financial responsibility of the tenant causing the damage, e.g., repair of decorations to a flat where a washing machine has leaked into the ceiling of the property below.

8.0 Recharging Process

- 8.1 There are two methods of recharging. Method 1 will be the Council's preferred option. Method 2 is used only where emergency health and safety repairs must be ordered, or the recharge is identified after a repair is carried out.
- 8.2 **Method 1** - Payment in full before the repair is carried out (e.g. where the repair can wait until payment is made)
- 8.3 **Method 2** - Invoice after the repair has been carried out (Unpaid bills will be recovered in accordance with the Council's policy).
- 8.4 The Council will allow residents to use the Complaints Policy and Procedure to enable full consideration of their case before any legal action is taken.

9.0 Collection of Charges

- 9.1 When a rechargeable repair is identified, the tenant, and/or leaseholder/freeholder will be advised of the approximate cost of that repair.
- 9.2 The costs of Rechargeable Repairs are based on the repair costs (National Housing Federation (Version 8) schedule of rates unless a specialist repair service is required). The costs may vary dependant on the cost of the repair needed and are in line with the schedule of rates agreed with the repairs contractor unless a specialist service is required. Admin fees are also added to all recharge invoices, these may vary and are levied at 15%.
- 9.3 Any works the Council carry out, whether on behalf of a tenant or due to a tenant refusing to accept liability for a repair that is their responsibility, or where the said disrepair could constitute a security and/or health and safety matter then it will result in a recharge and the normal recovery procedures will be implemented.
- 9.3 If rechargeable works are carried out to empty properties, garages or garage ground rent plots where the tenant has absconded or moved away, then these debts will be pursued using the Council's former tenant procedures. If all other means of recovery have been exhausted, the Council will consider passing this to a debt recovery agent. A record of the former tenant and the outstanding debt will be held against that individual for future reference on the Northgate system.
- 9.4 Where the Council carries out works, a payment agreement may be completed

and signed by the tenant confirming that they are accepting liability for the works. The Council will issue a recharge invoice for any works undertaken by us. Payments for any work should be made by the tenant prior to works being carried out unless agreed otherwise. Where this is not possible an arrangement plan will be made with the Neighbourhood Officer or other relevant Officer.

- 9.5 Where works are non-statutory or non-urgent, Council reserves the right to refuse to carry out works until full payment is made. If this work is not carried out by the end of the tenancy, the rechargeable cost of works will be raised as a void recharge.
- 9.6 A recharge invoice will be raised even where Council has no forwarding address, for example when a property has been abandoned or a tenant evicted. Former tenancy debts will be pursued in line with the Rent Arrears Policy.
- 9.7 If there are multiple debts owed by the tenant and they are unable to pay the recharge outright, the payment of rent arrears will remain the priority debt. The recharge sub account will be put on hold until the rent account is cleared.
- 9.8 When necessary and appropriate, the Council will start legal action to recover any unpaid sums. Any costs incurred for taking such action will be recharged to the tenant.
- 9.9 The Former Tenants Arrears policy of the Council will be applied to any repairs recharges at the point that the tenancy in which the repair was incurred ends.
- 9.10 Recharges will only be written off in exceptional circumstances where it is agreed that the debt is irrecoverable, in line with the Rent Arrears Policy.

10.0 Performance Monitoring

- 10.1 The recovery rate for collection of recharges will be monitored and an appropriate target set and reviewed periodically.

ROLES AND RESPONSIBILITIES

| Role: | Responsibilities: |
|--|---|
| Strategic Director, Housing, Environment and Communities | <ul style="list-style-type: none">Review of the policy |
| Property Services Director/Housing Manager | <ul style="list-style-type: none">Review of overall service deliveryAdherence to the Recharge procedure ensuring timely action is taken to bring property back into use.Annual performance monitoring |
| Housing Manager/Repairs Client Team | Responsible for the overall implementation, and regular review, of this policy and ensuring its objectives are achieved. |
| Finance | <ul style="list-style-type: none">Produce invoicesCreate sundry debtor accounts |

| | |
|---|---|
| | <ul style="list-style-type: none"> Produce payment plans |
| Surveyors, Housing Manager/Housing Officers | <ul style="list-style-type: none"> Day-to-day operational delivery of the Recharge process. Assess and cost recharge payments. Exercise of discretion Collection of charges and recovery action (legal and FTA) |

KEY CONTACT

- Lead Officer: Simone Russell
- Service Area/Directorate: Housing, Environment & Communities. Landlord Services
- Lead Member: Councillor Arthur Coote

LINK TO CORPORATE PLAN PRIORITIES

| Corporate Priorities | Yes/No |
|--|--------|
| Putting residents first | Yes |
| Protecting and enhancing our environment | No |
| Building strong communities | Yes |
| Encouraging economic growth | No |

| Document History | | | |
|-----------------------|-----------------|-------------|----------|
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| 08/04/2025 | Initial Draft | A Alexander | |
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| <i>Next Review Date</i> | |
|-------------------------|--|

CONTEXTUAL INFORMATION

Update Overview

This policy will be reviewed every 3 years or if there are any major changes in legislation that may impact on this policy.

Legislative Context

Defective Premises Act 2022 (s4)
Health & Safety at Work Act 1974
Housing Act 1985
Landlord & Tenant Act 1985 (s11 and s17).
The Decent Homes Standard.
The Equality Act 2010
Anti-Social Behaviour, Crime and Policing Act 2014

Local Government Context

UDC Policy History

This is a first Recharges policy for the council.

Policy Scope: Resident and/or Internal

This policy provides guidance to residents on how the Council will address the issues of repairs that recharges will be claimed for.

Related Policies & Corporate Governance Matters

Responsive Repairs Policy
Mutual Exchange Policy
Void Management Policy
Alterations policy

POLICY MONITORING

The policy will be monitored by the Strategic Director, Housing, Environment and Communities

The policy should be reviewed on an annual basis to ensure that compliance is achieved.

COMPLAINT, CHANGE & MODIFICATION

Complaint

Complaints made in relation to this policy, or its application shall follow the Council's corporate complaint policy

Modification

Minor changes will be signed off by the appropriate service Director following CMT approval.

Substantial changes will be referred to the CMT for approval.

The decision on what changes will constitute minor or substantial change will be determined by CMT.

Change

The Strategic Director, Housing, Environment and Communities shall be responsible for reviewing /updating the policy in accordance with changes to best practice, statutory guidance and legislation.

Substantial changes made shall be presented to CMT for formal approval.

Reference Section.

APPENDIX A – Equality Impact Assessment

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