



# RECHARGES POLICY

2023

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## 1 Introduction

- 1.1 Mid Devon Housing (MDH) is part of Mid Devon District Council (the Council). It is responsible for the Council's housing stock including the maintenance, management and letting of its properties and estates.
- 1.2 This policy sets out MDH approach to the recovery of recharges. These are costs for any repairs/work that MDH have been required to carry out to a MDH property following damage, unauthorised or non-compliant DIY, neglect, misuse or abuse by tenants, residents, members of their household, or visitors to their home, and leaseholders or the leaseholders tenants.
- 1.3 In addition, it covers the cost of clearing redundant possessions left when a property is vacated, any work carried out by MDH to repair or maintain the property that is the resident's responsibility, or any costs relating to non-statutory works requested by the tenant or leaseholder such as the Handyperson Scheme.

## 2 Legal Framework and Context

- 2.1 Under the Homes Standard, The Regulator of Social Housing (RSH) requires all registered providers to provide a cost-effective repairs and maintenance service to homes and communal areas that responds to the needs of, and offers choices to, tenants, and has the objective of completing repairs and improvements right first time and meet all applicable statutory requirements that provide for the health and safety of the occupants in their homes.
- 2.2 Social Housing (Regulation) Act has received Royal Assent, meaning the bill has now been enacted into law. This will impact the regulatory framework for social housing and introduces a new proactive, consumer regulation regime focussed on meeting the needs of tenants. One aim of the legislation and regime is to ensure that providers of social housing, such as the Council, keep its properties and estates safe and clean.
- 2.3 These new standards are there to ensure people feel safe and secure in their homes, can get problems fixed before they spiral out of control, and see exactly how good their landlord is performing giving tenants a stronger voice. The Regulations take account of the aims and ambitions of the White Paper and several are particularly relevant to the aims of this policy:
  - To be safe in your home (Chapter 1)
  - To know how your landlord is performing (Chapter 2)
  - To have your complaints deal with promptly and fairly (Chapter 3)
  - To have a good quality home and neighbourhood to live in (Chapter 6)

2.4 As part of the new consumer regulation regime, from April 2023, the RSH is introducing a series of 22 mandatory Tenant Satisfaction Measures (TSMs) creating a new system for assessing how well social housing landlords in England are doing at providing good quality homes and services. These measure include those applicable directly to building safety as well as those based on tenant perception surveys setting out tenants views on our performance.

2.5 The TSM measures under the Homes Standard relevant to this policy include:

- TP01 – Overall Satisfaction
- TP02 – Satisfaction with Repairs
- TP08 - Agreement that the landlord treats tenants fairly and with respect

2.6 Other Legal Frameworks which this policy considers are:

- Tenancy Agreements
- The Lease
- Section 20 Landlord and Tenant Act 1985 (as amended by the Commonhold and Leasehold Reform Act 2002)
- Decent Homes Standard 2006 – Annex A ‘Component lifetimes and definition of ‘in poor condition’ used in the national measurement of the disrepair criterion’
- Licence Agreements

### 3 Policy Aims and Objectives

3.1 The main aims of the MDH Recharge Policy is 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 MDH costs

3.2 MDH will be pro-active in preventing chargeable repairs by:

- Keeping tenants fully informed throughout their tenancy regarding their responsibilities and obligations relating to rechargeable repairs

## 4 Definitions

4.1 For the purposes of this policy, the following definitions apply:

- **Tenant** – means any person, or registered provider of social housing that has a tenancy agreement with the MDH or is a leaseholder with MDH
- **Council Property** – means any land/property owned by MDH either as the freehold or leasehold owner
- **Wilful Damage** – damage caused to MDH Property intentionally
- **Neglect** – damage caused to MDH Property due to neglect
- **Misuse** – damage caused to MDH Property/land by incorrect or improper use, for example, damage to doors and graffiti to walls
- **Accidental damage** – damage caused to MDH Property/land accidentally, for example, knocking a light fitting with a ladder when decorating
- **Emergency repair** – a repair that is required to remove immediate danger to people, avoid flooding or major damage to the property, make the property secure, or restore total loss of heating in the winter
- **Tenancy Agreement** – any tenancy agreement with MDH, including MDH house/flat tenancies, garage tenancies, garage ground rent plot agreements, tenancy at will agreements and any other agreement whereby a person is in occupation of housing land owned by MDH
- **Uncontainable leak** – a leak that cannot be contained by the largest container capable of being placed underneath the leak or cannot be contained by using an isolation valve (excluding the mains stop tap). NB. If the container is filling to the top within 12 hours this is deemed to be uncontainable

## 5 Tenants Responsibilities

5.1 Tenancy Agreements relating to MDH dwellings set out which repairs tenants are responsible for. It advises tenants that they must keep their home in a reasonable condition, and leave it clean and tidy when they end their tenancy. It states that we will recharge the tenant for the cost of making good any damage they have caused and clearing any damage they may have caused and cleaning any items left behind.

5.2 All other types of Tenancy Agreements set out the tenant's responsibilities for repair and maintenance of land/property they are occupying.

5.3 Specifically the MDH tenancy agreement states:

- *'you must pay for the costs of making good any damage to the Property (including fixtures and fittings) or to other Council property caused by you or anyone instructed by you (including contractors) failing to take reasonable care.'*

- *If you make any unauthorised improvements you must return your Property to its condition before the improvements were made. You are liable for the cost of doing so. If you do not carry out the work within a period of time specified by us we may carry out the work and you will be liable for our costs.*
- *If, we or any agency, for example the Police, damage your property, fixture and fittings, furniture or belongings or the shared areas because we need to gain access to your Property, for example the issue of a warrant of execution or other legal power of entry, if this was something you have done wilfully or illegally, you must arrange for the damage to be repaired. You must do this within a required period of time or you will be recharged for the works to put right.'*

## 6 Unauthorised or Substandard Alterations

- 6.1 If a tenant undertakes any alterations to a MDH property without prior written consent from MDH, works must cease immediately and the tenant must seek retrospective consent. Where MDH deems that the intended work is not suitable or acceptable then the tenant must reinstate the property to its original condition.
- 6.2 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.
- 6.3 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.
- 6.4 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 MDH.
- 6.5 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.

## 7 Neglect, Wilful Damage and Misuse MDH Property

- 7.1 Tenants have a 'duty to use the premises in a tenant-like manner'. This means that tenants are expected to take good care of the dwelling, carry out daily maintenance tasks and not do anything that directly leads to a deterioration of the fabric of the building or the installations and facilities provided. For example, they should keep the home clean as well as heat and ventilate the property appropriately.

7.2 Where MDH has clear evidence that a defect or damage to any MDH 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 MDH will commence legal proceedings.

7.3 Neglect for example could include:

- Failing to dispose of rubbish properly
- Losing keys
- Putting nappies, wet wipes, 'flushable' wipes, sanitary products or other inappropriate items in toilets
- Putting grease or food items in drains
- Forcing stiff windows

7.4 Wilful damage for example could include:

- Damaged doors or windows, DIY which has damaged the fabric/ structure of the property or its internal parts
- Failing to use ventilation and heating, leading to condensation mould
- DIY which has damaged the fabric/ structure of the property or its internal parts

## 8 Accidental, Deliberate or Criminal Damage

8.1 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 MDH property for example fixtures and fittings in their home, gardens, garages or any communal fixtures or fittings owned by the MDH and that are the responsibility of the tenant to replace or repair if lost and/or damaged.

8.2 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.

8.3 We will liaise with the Police after the crime has been logged to ensure that they are satisfied that a crime has been committed

8.4 Serious incidents such as fire or flood can cause significant damage to both the fabric of the building and any contents. In some cases, the property may be uninhabitable during the period in which repairs are carried out. Claims for damage to contents should be dealt with through a tenant's contents insurance and damage to the building should be dealt with through the landlord's building's insurance. In the event that damage that 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 in MDH 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

8.5 Where the cause of fire or flood is as a result of a failure of a fitting or appliance that MDH is responsible for, and has been found to be negligent in the maintenance of that fitting or appliance, the cost of repairs to the fabric of the building will be covered entirely by MDH and a contribution may also be made to cover damage to contents, inconvenience and/or re-decoration, as well as temporary accommodation costs.

## 9 Damage caused by Police or Emergency Services

9.1 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.

9.2 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 MDH or the Police. If tenants authorise the attendance of third party agencies to carry out boarding up works, MDH will not be liable for the cost of this, as we offer a 24 hour emergency service. If emergency services force entry which could have reasonably been prevented by the tenant, the tenant may be charged for the damage.



## 10 No Access and Carded Appointments

- 10.1 Where the tenant has had suitable notice and refused access for MDH or its appointed contractor to carry out our statutory obligations, for example the annual gas service or cyclical electrical test, MDH will recharge the tenant for any costs incurred with the aborted visit and any subsequent attempts to gain access. This will include lost officer time, travel costs, administration fees, and court costs where applicable.
- 10.2 If a tenant is out or does not answer the door when we visit for a pre-arranged repair appointment, MDH will recharge the tenant for any costs incurred with the aborted visit.

## 11 Assignments – Mutual Exchanges

- 11.1 Prior to tenants mutually exchanging MDH properties, MDH will carry out an inspection of the property to identify necessary repairs and any tenant improvements, fixtures or fittings, and potential damage which are not MDH responsibility and also comply with any statutory duties.
- 11.2 MDH will advise the incoming tenant that in assigning or surrendering their old tenancy they accept the new property in its existing condition. The tenant will be required to sign a disclaimer to this effect that places the costs of works arising from the exchange to fall on them as the in-coming tenant. In particular the tenant will be informed in writing of:
- Any fixtures and fittings installed by the outgoing tenant which are not MDH responsibility
  - Defects caused by the outgoing tenant which are not MDH responsibility, for example broken door handles or holes in walls
- 11.3 It will not always be possible for Council Officers to identify every non-standard fixture and fitting, poor DIY job or damage to property. The responsibility therefore lies with the incoming tenant to carry out a full inspection with the outgoing tenant.
- 11.4 MDH will not accept liability for non-standard items, DIY or damage on the basis that it was not apparent during the inspection.
- 11.5 MDH may charge for gas and electrical inspections where two or more tenants undertake a mutual exchange when:
- 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

## 12 Abandoned Possessions

- 12.1 Section 41 of the Local Government (Miscellaneous Provisions) Act 1982 (“the Act”) details the rights that MDH has to dispose of possessions left at MDH’s properties (including communal areas).
- 12.2 At any time before the item vests in MDH, the owner may collect it, on payment to MDH of such sum as MDH may require in respect of costs incurred (a) in making inquiries, or serving notice, and (b) in looking after the item.
- 12.3 The MDH Disposal of Possession Procedure outlines what actions MDH will take when they find possessions in or on MDH’s property or land

## 13 Other Recharges

- 13.1 Where it can be established that the tenant his/her family or guests are liable through wilful or negligent actions MDH will recharge the tenant for any costs incurred by MDH in:

- Replacing any lost or broken door entry key fobs or keys and for changing locks
- Storing tenant’s belongings following vacating the MDH Property
- Removing graffiti and rectifying any damage
- Relation to vandalism to MDH Property, where the Court has prosecuted the perpetrator or where the individual has admitted the damage
- Taking legal action where the tenant has prevented us from carrying out our legal obligations
- Clearing items from communal areas
- Damage identified following routine property inspections
- Removal of trees or hedges which are not MDH responsibility, if these are deemed to be dangerous or overgrown
- Tidying of gardens including shrubs and trees that have been neglected or are overgrown
- Wilful damage caused to the solar PV system where it is installed
- Use of the Council’s Handyperson scheme to carry out specified works on the tenant’s behalf
- Damage caused by excessive hoarding of items within the property/land
- Clearing dog fouling
- Garage or garage ground rent plot evictions (to include clearance costs and lock changes)
- Damage to car parking areas and the removal of unauthorised vehicles
- Removing abandoned or non-roadworthy vehicles
- Damage to fences and gates owned by MDH
- Damage to the structure of the building

- Attending a power failure caused by blown light bulbs or faulty appliances
- Attending a blocked waste where the tenant has not tried to clear it themselves, or where the cause of the blockage is deemed to be through neglect or misuse
- Removing rubbish or items left at the property/land on ending a Tenancy Agreement
- Damage to communal TV aerials
- Excessive cleaning required to a property/land due to neglect
- Unnecessary water damage caused to MDH property where a tenant has failed to report it to MDH, refused to turn the stop tap, or refused access to remedy a leak
- Any other circumstances that cause an unreasonable cost to MDH

13.2 Please note the above is not an exhaustive list.

13.3 Private owner occupiers - may be responsible for payments towards the cost of the upkeep of paths, car parking areas, roads, general ground maintenance and the upkeep and maintenance of septic tanks. This will be dependent on the clauses specified in the private property owner's conveyance or transfer. Leaseholders will be responsible for paying any costs included in their annual service charges

13.4 MDH 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.

## 14 Key Component Lifespans

14.1 A number of the key components within a property have a recognised lifespan as laid down by the 'Decent Homes Standard'.

14.2 Under the 'Component lifetimes and definition of 'in poor condition' used in the national measurement of the disrepair criterion' table at Annex A of the Decent Homes Standard, a kitchen is deemed to require replacement at 30 years and a bathroom at 40 years. However it is recognised that in reality social landlords and tenants prefer these amenities to be replaced more frequently, to enable them to be maintained at a reasonably modern standard.

14.3 Taking this into consideration and in order to have reasonably modern facilities the legislation set a replacement date at 20 years for a kitchen and 30 years for a bathroom.

14.4 Provided that the tenant regularly cleans, looks after, and does not subject the component to abuse or misuse, there is no reason why these two components should not last the lifespan stated.

14.5 Examples of actions that could reduce the lifespan of the component are:

- The use of incorrect cleaning products
- Lack of cleaning
- Excessive water on or around the kitchen units or worktop
- Failure to use a chopping/cutting board, and cutting directly onto the worktop
- Placing hot pans onto the worktop
- Slamming kitchen unit doors and drawers
- Swinging/hanging off kitchen doors and drawers

14.6 Where it is evident that an early replacement is required and this is likely to be due to misuse or abuse, the tenant will be recharged. However due to the lifespan of the components this will be done based on the age of the component to be replaced, for example:

- Kitchens 1 to 5 years old = 100% of replacement cost
- Kitchens 5 to 10 years old = 75% of replacement cost
- Kitchens 11 to 14 years old = 50% of replacement cost
- Kitchens 15 & 17 years old = 25% of replacement cost
- Kitchens 18 to 20 years old = No Charge
  
- Bathrooms 1 to 7 years old = 100% of replacement cost
- Bathrooms 8 to 16 years old = 75% of replacement cost
- Bathrooms 17 to 21 years old = 50% of replacement cost
- Bathrooms 22 to 27 years old = 25% of replacement cost
- Bathrooms 28 to 30 years old = No Charge

## 15 Collection of Charges

15.1 When a rechargeable repair is identified, the tenant, and/or leaseholder/freeholder will be advised of the approximate cost of that repair (a schedule of rates for rechargeable repairs is kept by the Repairs team).

15.2 Bulky waste charges can be obtained by contacting the Council's Customer Services team. Tree management charges need to be quoted for individually.

- 15.3 Any works the MDH carry out whether on behalf of a tenant or due to a tenant refusing to accept liability for a repair that is their responsibility, 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.
- 15.4 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 MDH former tenant procedures. If all other means of recovery have been exhausted, MDH 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 MDH housing management system.
- 15.5 Tenants can carry out works themselves, and they can also engage a qualified specialist if necessary, for example where works relate to heating or lighting. The individual or company used must have public liability insurance and be appropriately registered for the applicable trade, for example a qualified registered electrician or gas engineer.
- 15.6 All works must be completed to a standard accepted by us. The relevant planning permissions, building regulations and asbestos survey results need to be obtained by the tenant at their own cost. Where applicable, the tenant is required to provide certification and to dispose of waste in line with waste regulations.
- 15.7 Where MDH carry out works, a payment agreement may be completed and signed by the tenant confirming that they are accepting liability for the works. MDH 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.
- 15.8 Where works are non-statutory or non-urgent, MDH 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.
- 15.9 A recharge invoice will be raised even where MDH have 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 MDH [Income Management Policy](#) and the [Corporate Recovery Policy](#).

- 15.10 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.
- 15.11 When necessary and appropriate, MDH will start legal action to recover any unpaid sums. Any costs incurred for taking such action will be recharged to the tenant. MDH will not take legal action against tenants where repayment agreements have been made and are being complied with.
- 15.12 Recharges will only be written off in exceptional circumstances where it is agreed that the debt is irrecoverable, in line with the MDH [Income Management Policy](#) and the [Corporate Recovery Policy](#).

## 16 Exceptions

- 16.1 MDH reserves the right to waive the cost of a recharge in exceptional circumstances; however this will be at MDH discretion.
- 16.2 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. 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. MDH take a trauma informed approach and will deal with such cases sensitively in order to tailor our service to the needs of the tenants.
- 16.3 Also, when considering raising any recharge, MDH will take into account any protected characteristics as defined within the Equality Act 2010 of a Tenant.

## 17 Reducing Occurrences

- 17.1 We carry out tenancy home checks at our properties to ensure tenants are looking after their homes. Cases of damage and/or neglect will be recorded and followed up. We will help tenants who need support to maintain their tenancy.
- 17.2 We will provide information about recharges to current and prospective tenants during the sign up process and this is reiterated in the Tenancy Agreement.
- 17.3 We will promote the availability of low cost home contents insurance to new and existing tenants. Tenants are encouraged to take out household insurance.

## 18 Complaints and Feedback

18.1 We try to get things right the first time and when we do, we would love people to let us know. It's great for us to receive positive comments or feedback, so if people wish to complement our staff for doing a great job, we would love to hear from them.

18.2 If things do go wrong the council is committed to:

- Dealing with complaints and comments quickly and effectively; and
- Using complaints, comments and compliments to review and improve our services

18.3 When tenants contact us to tell us they are dissatisfied with the service we have provided, we will offer them the choice to have an informal conversation to see if we can put things right quickly, without the need for a formal investigation.

18.4 The Housing Ombudsman Service advise that a complaint must be defined as:

*'an expression of dissatisfaction, however made, about the standard of service, actions or lack of action by the organisation, its own staff, or those acting on its behalf, affecting an individual resident or group of residents'.*

18.5 Where a tenant considers that the council has given a poor service or has got something wrong, they may tell a member of staff in the first instance. This does not need to be treated as a formal complaint (unless the complainant asks us to do so) and may be resolved 'there and then' by way of an apology or plan of action. Any comments provided will be used to take appropriate action, or give information.

18.6 If a tenant does not want to do this or is unhappy with the response, they may make a formal complaint, which can escalate from stage 1 or stage 2 if they are still not satisfied with the response. Having been through stages 1 and 2 and they are still not satisfied, the tenant may contact the Housing Ombudsman Service.

18.7 MDH's complaints procedure is detailed on Mid Devon District Council website: [Feedback and Complaints](#)

## 19 Review and version control

- 19.1 MDH will review this Policy every 10 years and as required to address legislative, regulatory, best practice or operational issues.
- 19.2 This policy was produced in 2023 and is version 4
- 19.3 This policy was adopted by Cabinet on xxxx