

# **Rother Owned/Leased Accommodation**

## **Recharge Policy**

## 1. Aims

This Policy sets out our approach to charging residents for repairs and related costs they're responsible for. It describes:

- When we'll charge for repairs
- How we'll charge for repairs
- What happens if residents don't pay recharges
- What residents can do if they're not happy with a charge.

## 2. Scope

This policy covers all residential properties owned or managed by Rother District Council

We will not tolerate malicious or intentional damage to property and promote a responsible attitude by our residents. Tenants are responsible for any accidental or deliberate damage caused by members of their household or any visitors (including children). We ensure that tenants are aware of their responsibilities when they sign their occupancy agreement. We encourage them to have contents insurance to cover accidental damage to the property.

## 3. When we'll charge for repairs

We will charge for repairs when they're:

- Tenant responsibility (as detailed in their tenancy agreement and our Responsive Repairs Policy)
- The result of damage caused by the tenant, other household members or a visitor (whether deliberate, accidental or through negligence)
- Repairs that the tenant has carried out which aren't to the required standard.

We'll charge when the works needed are the tenant's responsibility or there's deliberate damage. This includes, but is not limited to:

- Repairs due to damage or misuse: when works are due to damage or misuse by the tenant, their family or friends to fixtures or fittings in your home or communal areas. The damage can be accidental or deliberate. Examples of some communal fixtures and fittings are intercoms, windows, doors, walls, footpaths, waste pipes and lights.
- Vandalism: works to rectify vandalism damage where an individual admits causing the damage or is prosecuted by the Courts.
- Alterations: if you carry out improvement works not of an acceptable standard we'll rectify the work ensuring the health and safety of residents and the property.
- Alterations where you've not asked our permission
- Garden and property clearance when tenancy ended: gardens and communal areas should be kept clear and tidy. Properties should be left empty, including the loft space. We'll recharge you for the costs of removing and storing anything left in a property or garden

- Clearing, cleaning and repairing a filthy or verminous property: terms are defined under the Public Health Act 1936 (Section 83 as amended by section 35 of the Public Health Act 1961).
- Damage to furnishings supplied by Rother District Council

We may not charge you in exceptional circumstances, including:

- Where damage is criminal, caused either by an unknown person or in situations of domestic abuse, or harassment
- Where damage is found following the end of a tenancy and it is considered insensitive or inappropriate to pursue the former resident or their next of kin for the charges. For example, where residents have been moved into hospital, residential care, or they've died.

#### 4. How will we charge for repairs

When a tenant reports a repair to us, we'll let them know who's responsible wherever possible. If it's Rother District Council or another relevant landlord we'll follow the Responsive Repairs Policy to get the work done. If it's an emergency or your tenancy has ended, we'll carry out the works and recharge the costs to you.

If it's something the tenant is responsible for we will instruct a contractor, or use in house maintenance where possible. Depending on cost, we may need to obtain a number of quotes, and a contractor instructed as per Rother District Council's procurement requirements. We will notify the tenant, at the earliest we can, of the price and ask them how they would want to pay. We can accept full payment within 28 days or we can agree a payment plan if they let us know they need to spread the cost.

#### 5. What if the recharge isn't paid

If the recharge is not paid, we will:

- Look to recover the debt in line with our Debt Management Policy
- Take court action
- Not agree a transfer while money is owed for a repair (except urgent moves)

#### 6. Appealing a recharge

If the tenant feels they should be exempt from a recharge they can ask us to review their case. We'll review the reasons for a recharge. We won't consider altering the amount we're recharging you. A senior manager (determined by the nature of the recharge) will consider your case and let you know their decision within five working days.

## 7. Review

We will carry out a review of this policy every three years or sooner, subject to any legal, regulatory or internal changes. We will consult and involve our tenants at these reviews through satisfaction surveys and feedback groups.

## 8. Data Protection

Rother District Council collects, holds and uses a considerable amount of information, including personal data, so that it can provide its services to you. Rother District Council is fully committed to protecting your personal data. You can find a copy of our Privacy Policy at [www.rother.gov.uk/data-protection-and-foi/privacy-policy/](http://www.rother.gov.uk/data-protection-and-foi/privacy-policy/)