



# Recharge Policy

## 2025-2028

### Version Control

| Version | Changes        | Approval Stage              | Date       |
|---------|----------------|-----------------------------|------------|
| 1       | Original Draft | Internal                    | 27/02/2025 |
| 2       | -              | Tenants/Public Consultation | 20/03/2025 |
| 3       | -              | Head of Service sign off    | 15/05/2025 |

Reviewed February 2025

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|---|---|
| <b>Relevant Legislation/<br/>Cannock Chase Council Policies and Documents</b> | <ul style="list-style-type: none"> <li>• Asset Management Strategy</li> <li>• Voids Procedure</li> <li>• Lettable Standards</li> <li>• Asbestos Procedure</li> <li>• Decant Policy</li> <li>• Income Collection Policy and procedures</li> <li>• Termination of Tenancy procedure</li> <li>• Goods left in property procedure</li> <li>• Tenant Rechargeable repair Guidance</li> <li>• Compensation Policy</li> <li>• Equality and Diversity Policy</li> </ul> |
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## 1.0 Purpose of the Policy

The purpose of this policy is to set out Cannock Chase Council's (the Council) approach when dealing with Rechargeable Repairs.

### Aims

This policy gives guidelines for dealing with the following:

- Rechargeable Tenant Damage and Misuse
- Responsibilities and what constitutes a recharge for Owner Occupier/ Leaseholder or Private Landlord or any owner of land or premises that affect council land or buildings including shared Repair & Maintenance Responsibility
- Repairs Reporting - Recharge Procedure
- Tenant unauthorised works

## 2.0 Scope of Policy

The Recharge Policy ensures that there is a consistent approach to dealing with Tenants, Private Owner Occupiers, Private Landlords, Leaseholders or any owner of land or premises that affect Council properties across the district which is in line with legal and regulatory requirements. It is a guide for, staff, tenants and other property owners.

## 3.0 Definitions

Throughout this policy document, it is inevitable that words or phrases are used that are readily understood by some readers, but which are new to other readers and their meaning is not immediately apparent. The meanings of some words/phrases used in this document are given below in Appendix 1.

## **4.0 Consultation**

Consultation has taken place with the following. Their feedback has been considered and the policy update:

- Tenancy Service Manager and Assistant Managers
- Chief Internal Auditor & Risk Manager
- Senior Leadership Team
- Housing Property Services Manager
- Finance Manager
- Assistant Housing Maintenance Manager (Technical)
- Resident Engagement Focus Group

## **5.0 Background and Context**

The Council has a statutory duty to maintain its housing stock and other Housing Revenue Account (HRA) assets and keep them free from defects and damage.

The policy sets out the guidance to: -

- 5.1 Ensure that properties are inspected promptly during Pre-termination or any notice periods whenever possible so that items of damage that constitute a rechargeable repair are identified to outgoing tenants.
- 5.2 Ensure any outgoing tenants' goods that are left in the property on vacating are:  
- accounted for, logged, and a Section 41 notice is issued to the tenant for removal in a specified time period as defined in the Goods Left In Property (GLIP) procedures.
- 5.3 Identify any negligence or damage that is attributed to the current tenancy and implement recharges as defined in the Council's Recharge Policy and Procedures.
- 5.4 Identify where damage has occurred through negligence by a tenant, a member of a tenant's family, a visitor to a tenant's property or a neighbour. This may include tenant's repairing obligations not undertaken in line with the Council's Repair and Maintenance Policy
- 5.5 Advise on recharge rates where works may be carried out at the tenant's request (Lock changes etc).
- 5.6 Identify repairing obligations of Owner Occupiers/Private Landlords/Leaseholders or any owner of land or premises that causes damage to Council land or buildings from their properties. The Council will notify such parties of the costs to be incurred and recharged where repair /action is undertaken by the Council
- 5.7 The Council will ensure customers, tenants, residents and its clients are treated in a fair and non-discriminatory fashion in line and in accordance with the Councils Equality and Diversity Policy.

## 6.0 Policy Detail

- 6.1 Tenants need permission to undertake any material changes to the property, both internally and/or externally. Tenants must use appropriate/skilled, competent and certified contractors for works and supply an original copy of the industries recognised safety and/or sign-off certificate for the work undertaken: Tenants must apply in writing for permission specifying their intention and only when an approval has been granted may work be undertaken in line with the terms and conditions set. Tenants are not permitted to undertake their own gas or electrical work, and this work must be carried out by certified contractors.

Examples include:

- a. Gas - Gas Safe Approved Contractor
- b. Electrical - NICEIC/ECA Approved Contractor

- 6.2 The Council will not be liable for damage caused either maliciously or accidentally by tenants, their families, friends or visitors to Council property
- 6.3 All damage both malicious and accidental other than fair wear and tear will be recharged to the current (or outgoing) tenant at current cost.
- 6.4 Costs will be made up of direct labour and materials and any subcontracted work, including items such as asbestos removal. The above cost will include supervision and contract administration which will be incurred by the Council.
- 6.5 A tenant will be given 28 days' rectification notice in writing to rectify any rechargeable repairs. Where this is within the void termination 28 day notice period, the outgoing tenant will be given the option to complete the repairs themselves before vacating the property, or to be recharged at the current cost
- 6.6 Confirmation of rechargeable repairs and the cost of repair will be given in writing to the tenant prior to any work being undertaken by the Council, except in emergency or urgent situations. A copy of the rechargeable repair detail will also be passed to other departments within the Council for information and where necessary actioning is required.
- 6.7 Rechargeable Repairs below £250.00 will be undertaken following acknowledgment by the tenant of the 28 days' notice period and be recharged.
- Where a tenant 28 day rectification notice has been issued and not acknowledged within 28 days a second notice will be sent requesting a response within 14 days after which, work under £250.00 will be carried out and the tenant recharged accordingly.
- 6.8 Rechargeable Repairs above £250.00 which are not detrimental to the integrity of the property or pose a health and safety risk will normally be undertaken when the tenant's 28 days' notice period has passed and 100% of the total recharge

value has been received by the Council from the tenant as payment for the required works.

Issued Repair Recharges above £250.00 having received a 'Final Notice Stage' will be passed to the Council's Legal Section for legal action to be initiated.

- 6.9 Payment terms and conditions may be made available at the discretion of the Council's Sundry Debtors Section, depending on a tenant's individual circumstance.
- 6.10 Where emergency or urgent repairs are required to the Council's property for health and safety reasons or are causing serious damage/ detriment to another property or risk to persons, those repairs will be carried out with limited notice or immediately without written confirmation or a tenant 28 days' notice period being given (i.e. broken glass or water leak into flat below) with a notice left at the property explaining and a further rectification notice sent after the works. The Council will if necessary to manage the immediate risk force entry into the property
- 6.11 The Council have a responsibility to undertake annual gas servicing and similar works such as electrical tests, which requires the Council or its contractors to enter tenants' homes and perform checks. In cases when tenants fail to provide access to undertake these checks, we will apply through the Courts for a power of entry to the property and treat it as a Breach of Tenancy.
- Where the Council incurs additional costs in ensuring the undertaking of gas servicing or other safety related or emergency works required, will be recoverable from the tenant(s)
- 6.12 All tenant 28 days' rectification notice work must be undertaken in accordance with the Councils Building Control and/or Planning Department requirements as appropriate, in addition to the Councils Housing Maintenance and Housing Property Services.
- 6.13 If a rechargeable repair is not undertaken to the satisfaction of the Council the repair work will be rectified by the Council and recharged at full cost.
- 6.14 The recharge by the Council will be in the form of an invoice for the whole cost of the repair and will be sent to the tenant within 28 days of completion of the repairs.
- 6.15 All rechargeable repairs will be photographed or videoed by the Council or a representative working on behalf of the Council for use as evidence except in exceptional cases of emergency and urgent situations where time may be of the essence and not allow.
- 6.16 Any repairs undertaken by the Council which are a tenant's responsibility will be recharged, including:
- Glazing repairs other than if the tenant has been subject to a burglary or attempted burglary<sup>1</sup> or an incident relating to domestic abuse

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<sup>1</sup> Including other damages that can be caused by burglary i.e. jemmied windows/doors, broken locks). in cases of burglary the tenant will be required to produce a crime number issued by the police.

- Replacing keys, gaining access to your home and door lock changes, any/all owing to lost keys will be recharged.
  - Non-essential callouts and aborted callout visits will be recharged as set out in the Council's Repairs Handbook
  - Misuse of the Council's emergency repairs system by any tenant both in and out of hours will not be tolerated and will be recharged at the rates detailed in the recharge procedures.
  - Damage in the event of Police action (i.e. the carrying out of warrant of entry) will be recharged to the tenant in full and 100% payment of the total will be required from the tenant before any work is undertaken. If there is deemed to be no conviction following the Police action. The actions of the Police will be reviewed to assess whether there is scope for the recharge to be passed to the Police for payment. However, in the first instance payment will be sought from the Tenant.
  - Excessive instances of malicious damage will be treated as criminal acts and passed to the police for investigation.
- 6.17 Tenants' appeals against recharge costs will follow the process set out in the Housing Complaints Policy.
- 6.18 Cannock Chase Council will be pro-active in preventing and managing Rechargeable Repairs by:
- Providing rechargeable repairs leaflets in lettings packs, welcome packs including authorisation requirements for tenant alterations/improvements and liability for costs under the Recharge Policy
  - Publicising the guidance and implement how it operates
  - Discussing repairing responsibilities and rechargeable repairs with new tenants at tenancy visits and recording relevant information on the visit form
  - Discussing repairing responsibilities and rechargeable repairs with tenants at tenancy audits, pre-transfer visits and recording relevant information on the visit form
  - Advising on requests for example, tenant improvements, mutual exchanges and transfers, and where unauthorised DIY work has been carried out or deliberate damage has been caused to the property which may have an impact on the condition of the property
  - Carrying out pre-leaving inspections for transferring tenants and reminding tenants that to avoid recharges, the property must be left in a good state of repair and cleared of all rubbish and belongings internally and externally, including the loft space and all white goods
  - Carrying out mutual exchange inspections and only granting conditional permission for exchanges to proceed where an existing tenant has responsibility to rectify or pay for rechargeable repairs or unauthorised improvements or other material changes to properties
  - Identifying housing applicants who breached a current or former tenancy with the Council or another landlord, by damaging or neglecting their current or former home, or failed to pay recharges due to their landlord, and assessing them under the Council's applicant exclusion policy advising Right to Buy applicants that the power to refuse to complete can be enforced if any housing debts, including rechargeable repairs remain unpaid.

## **7.0 OWNER OCCUPIER, PRIVATE LANDLORDS, LEASEHOLDERS SHARED RESPONSIBILITY**

- 7.1 Where it is believed an Owner Occupier/ Leaseholder or Private Landlord has a joint/shared repair and maintenance responsibility with the Council, the deeds of the properties affected will be checked by the Council's Legal Services Section.
- 7.2 The Council will inform the Owner Occupier/Leaseholder or Private Landlord of repair reports and any repair requirements in writing (i.e. repairs to chimney stacks/shared driveways/underground bursts/blocked drains); detailing the repair, total estimated cost and Owner Occupier/Leaseholder or Private Landlord's liability.
- 7.3 The Owner Occupier/Leaseholder or Private Landlord will be given 28 days in which to query the above in the case of routine repairs and maintenance.
- 7.4 The repair and maintenance work will be undertaken by the Council after the 28 days unless a query is received for further review. The Owner Occupier/Leaseholder or Private Landlord will on completion be recharged for their share of the cost accordingly. These time periods and costs will be subject to other statutory and regulatory notices i.e. Party Wall Notice, Section 20 Consultation for Leaseholders.
- 7.5 Urgent and emergency work will be undertaken in line with legal and regulatory timescales with the Owner Occupier/Leaseholder or Private Landlord being informed in writing of the reason and evidencing the repair work being undertaken before the invoice is raised.
- 7.6 Any Owner Occupier/Leaseholder or Private Landlord appeals against recharge costs will in the first instance will be treated as and follow the process set out in the Housing Complaints Policy.

**Note:** exemption under S.26 of the Landlord and Tenant Act 1985 for local authorities unless it is a long lease.

Also, the consultation procedure is set out in Service Charges (Consultation Requirements) (England) Regulations 2003

If the leaseholder is not happy, they can use internal complaints process or apply to the First Tier Property Tribunal

## **8.0 OWNER OCCUPIER, PRIVATE LANDLORDS, LEASEHOLDERS SOLE RESPONSIBILITY TO MAINTAIN**

- 8.1 Where the sole responsibility for maintenance lies with an Owner Occupier/Leaseholder or Private Landlord, the Council will make the Owner Occupier/Leaseholder or Private Landlord aware of repair reports and any repair requirements in writing and will request that the work is carried out at their expense within 60 days.



- 8.2 The Owner Occupier/Leaseholder or Private Landlord will be required to reply within 28 days, and failing this, a further notice will be sent giving the Owner Occupier/Leaseholder or Private Landlord a further 14 days to respond.
- 8.3 If no response to the second letter is received the matter will be passed to the Council's Legal Services Section after 60 days have expired if the work has not been completed.
- 8.4 If the Owner Occupier/Leaseholder or Private Landlord refuses to undertake the repairs or acknowledge their responsibility the matter will be passed to the Council's Legal Services Section.
- 8.5 Owner Occupier/Leaseholder or Private Landlords' appeals will be passed on to the Head of Housing and Corporate Assets and if un-resolved be passed to the Council's Legal Services Section for advice.

## 9.0 Responsibility under this Policy

The roles and responsibilities for key stakeholders across the Council are detailed below.

Note - these are the roles and responsibilities in specific relation to the delivery of this policy only.

**Chief Executive** has overall responsibility for ensuring the Council's Housing Stock is safely managed. They will discharge their responsibilities for the delivery of services and Health and Safety Duties to the Deputy Chief Executive, Place and Head of Housing & Corporate Assets however the Chief Executive will retain an oversight on progress/performance.

**Deputy Chief Executive, Place and Head of Housing & Corporate Assets** will be responsible and accountable for the overall implementation and regular reviews of this policy ensuring its objectives are achieved. They will ensure adherence to the Recharge procedure ensuring timely action is taken to bring property back into use.

**Housing Board Members** will review reports and/or performance indicators that provide progress updates to the Council's Cabinet to ensure that the Council is meeting the requirements of its regulatory obligations and the policy measures.

**Tenancy Services Manager** will work closely with the Housing Maintenance Manager and the Housing Property Services Manager to ensure that regulatory obligations and policy measures are being adhered to and services delivered in line with budget.

**Tenancy Services Manager, Housing Maintenance Manager and Housing Property Services Manager** will be responsible for the overall implementation, and regular review, of this policy and ensuring its objectives are achieved. They are also responsible for compliance performance reporting to the Head of Housing and Corporate Assets. They will manage the team members responsible for the day-to-day operational recovery of recharges to ensure the policy is delivered.

**Tenancy Service Team and Maintenance Supervisors/Inspectors**, as appropriate, working together will be responsible for the day-to-day operational delivery of the Recharge process.

## **10.0 Risk Management**

The risks of not following this policy are that the Council will not recover costs owed to it resulting in loss of income, loss of time, stock deterioration, and a failure to carry out its duties as defined by this policy and procedures.

## **11.0 Performance and Management of this Policy**

Reporting through the Housing Maintenance Manager, the number of recharge repairs will be recorded and reported through Operational Teams and to the Head of Housing and Corporate Assets to be presented to Housing Board for scrutiny.

The reports will include (but not limited to);

- Number of rechargeable repairs
- Cost of rechargeable repairs
- Costs recovered

## **12.0 HEALTH AND SAFETY**

- 12.1 The Council recognises its responsibility for ensuring the health and safety of its employees, tenants, visitors, the public, owner occupiers, private landlords and any owner of land and property that may affect the Council's housing stock and will endeavour to meet its obligations under relevant legislation and regulation.
- 12.2 Council staff will not raise the issue of recharges at home visits and office interviews if they believe it will compromise their safety. Instead, the tenant should be advised of the recharge in writing, supported where appropriate by email or via phone call.

## **13.0 LEGAL AND REGULATORY REQUIREMENTS**

- 13.1 The Council recognises and acknowledges its legal duties and obligations under legislation relating to all relevant areas when dealing with both tenanted, empty properties, leasehold, owner occupiers and private landlord properties.
- The Gas Safety (installation and Use) Regulations 1998 as amended determines the Landlords responsibility to issue a gas safety certificate to all new tenants.

- NICEIC BS7671:2018, A2:2022, relates to the electrical test that the association will carry out prior to the property being re-let.
- The Control of Substances Hazardous to Health
- Defective Premises Act 2022 (s4)
- Landlord & Tenant Act 1985 (s11 and s17).
- Health & Safety at Work Act 1974
- The Decent Homes Standard.

## **14.0 DISCLOSURE OF INFORMATION AND DATA SHARING**

- 14.1 The Council will comply with the United Kingdom General Data Protection Regulation and Data Protection Agreement 2018 and will respect confidentiality and privacy, recognising the potential dangers should this be breached.

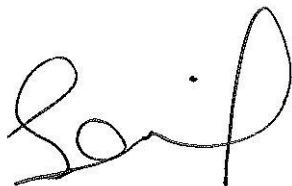
## **15.0 REVIEW OF THE POLICY**

- 15.1 The Council will review this policy at least every 3 years and ensure that these regular reviews of the policy take account of any changes in regulatory guidance and good practice. A review will be carried out sooner should there be any changes to statutory requirements or a change in service delivery methods that may impact this policy.

## **16.0 Approval**

Head of Housing and Corporate Assets:

Sign/Date



15/05/25

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## Appendix

### Appendix 1 Definitions

**Decent Homes Standard** - a standard set nationally which states that a Decent Home is one which meets all statutory requirements in relation to the Housing Health and Safety Rating System, is in a reasonable state of repair, has reasonably modern facilities and provides reasonable thermal comfort.

**Major Adaptations** - refer to changes to the property or equipment provided in order to assist a disabled person to live more independently.

**Empty Properties** are defined as "houses for which there is a current rent account, but for which no current tenancy exists, thereby incurring a rent loss." This broad definition applies to all empty property, whether the houses are empty for one day or any other longer time period.

**Major Works** – Property which requires capital investment/works to meet the Lettable and/or Decent Homes Standard.

**Planned Improvement Works** - include the replacement or renewal of building elements or components due to them reaching the end of their life, for example windows, kitchens and bathrooms.

**Post-termination** – refers to the period immediately after the tenant has left the property.

**Pre-termination** – refers to the period after the tenants has given notice to leave but has not yet left the property.

**Recharges** – is the cost of repairing or putting right damage or neglect to properties. The costs are charged to the tenant and reclaimed.

**Tenant Improvements** – is the term used for works carried out on the property by the tenant (usually with permission from the council).

**Value for Money** – is the overall value based on cost, efficiency and effectiveness.

**Empty Property Management** – is the process of, holding a property vacant or bringing an untenanted property up to a standard to enable a new tenant to move in.

**Legal and Regulatory Requirements** - The relevant regulations set out by Law that Landlords must comply with.