

DARTFORD BOROUGH COUNCIL HOUSING RECHARGE POLICY

This Policy sets out the circumstances whereby existing and former tenants, leaseholders and those who have received other financial assistance, may be charged costs and the process of recharging.

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1. Introduction

- 1.1. Dartford Borough Council (the Council) is committed to providing a cost effective, efficient service whilst meeting all its legal, including contractual, obligations. This Recharge Policy sets out the items that existing and former tenants, leaseholders and those who have received other financial assistance may be charged for, and the process of recharging.
- 1.2. The Council's Tenancy Agreement sets out the legal position for both Tenant(s) and the Council in terms of their respective repair and maintenance responsibilities for the property, the structure and exterior of the building and communal areas. It confirms the requirement for Tenant(s), those living with them and their visitors to take reasonable care to prevent damage to the property, decoration, fixtures and fittings, council supplied furniture (if applicable), communal areas and neighbouring properties. It states the action that may be taken where Tenant(s) fail to meet this requirement.
- 1.3. The Lease Agreement sets out the legal position for both Lessees and the Council in terms of their respective repair and maintenance responsibilities for the property, the structure of the building and its communal areas.
- 1.4. The Council recognises that the vast majority of Tenant(s)/Leaseholder(s) understand their responsibilities and will look after their homes. However, there are a small number of Residents who do not value their homes or take responsibility for ensuring they comply with the terms and conditions of their Tenancy/Lease Agreement relating to property standards. This Recharge Policy provides guidance to Tenant(s)/Leaseholder(s) and the Council on their respective obligations. Each case will be dealt with on its own merits. In line

with this Recharge Policy, the Council has the tools to be able to re-charge Residents who do not comply and thereby help to keep rents and service charges as low as possible.

2. Definitions

- 2.1. **Bulk Waste** - Any build-up of items, which have not been disposed of in the correct manner including but not limited to: fly tipping, contaminated waste, white goods, unwanted furniture and appliances and general waste whether it is left in the property, garden or communal areas.
- 2.2. **Communal Areas** - These include shared entrances, halls, stairways, passages, balconies, yards, lifts, fire escapes, roads and paths leading from or to your home, grassed, cultivated, drying and play areas, forecourts and other shared areas within a development boundary. This list is not exhaustive.
- 2.3. **Leaseholder(s)** - The person(s) who has purchased a property with a Lease Agreement and who shares communal areas of a development with other residents.
- 2.4. **Rechargeable Repair(s)** - Repairs that are the result of damage or negligence to the property and/or its fixtures and fittings internally or externally by a Tenant(s) or Leaseholder(s) or a member of the Tenant(s)/Leaseholder(s) household or an invited visitor to the property and/or communal areas or where a repair falls outside the scope of the Council's i.e. landlord's legal responsibilities.
- 2.5. **Resident(s)** - means Leaseholder(s) and/or Tenant(s) and occupants placed in temporary accommodation under the Council's Private Sector Leasing Scheme.
- 2.6. **Tenant(s)** - The person(s) to whom the Council has granted the tenancy. If you have a joint tenancy, 'the Tenant(s)' includes all joint tenants.
- 2.7. **Those that have received financial assistance** - This usually relates to homeless applicants or those threatened with homelessness for example short term loans to assist with housing payments, rent deposit scheme, removal costs or any other costs incurred by the Council that may be deemed rechargeable.

3. Aims and objectives

- 3.1. The Recharge Policy sets out which repairs the Council (as landlord) is responsible for and which repairs are the responsibility of the Tenant(s)/Leaseholder(s)/former occupier.
- 3.2. The aims of the Recharge Policy are to:
 - Promote a responsible attitude from Residents towards their property. Proactively through the provision of information and support and reactively by ensuring that costs, where justified, are pursued from those who are negligent or deliberately cause damage.

- Ensure rechargeable items are set out with transparency, clearly communicated and dealt with efficiently and fairly.
 - Recover the costs of rechargeable items, where justified, from current and former Tenant(s), other occupants in leased accommodation and those who have previously received short term recoverable financial assistance and Leaseholder(s).
 - Maximise income by the recovery of debts owed relating to rechargeable items in the interest of both the Council and its Tenant(s) and Leaseholder(s) whilst having regard to the Council's overall statutory duties (including to vulnerable persons) such as through the provision of affordable repayment plans).
- 3.3. The Council is committed to providing a fair service to all its Tenant(s) and Leaseholder(s). The Council aims to treat all customers fairly, and with respect and professionalism. To this end, the Council will ensure that no individual is discriminated against on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief (including political opinions), sex or sexual orientation and that in the appliance of this Recharge Policy the Council will comply with its duties under the Equality Act 2010 including their public sector equality duty (section 149).

4. Identifying Rechargeable Repair(s)

- 4.1. Rechargeable Repair(s) will be identified in any of the ways set out below. This is not an exhaustive list and Rechargeable Repairs may be identified in other areas. Where rechargeable repairs are identified, they will be dealt with in line with sections 8 and 9 of this document.
- 4.2. ***Through programmed inspection of the property***
- 4.2.1. When a Tenant(s) has been offered alternative accommodation, a Housing Officer will complete a transfer inspection at the tenancy address. This process only applies to prospective tenants for council new build properties according to the Local Lettings Plan.
- 4.2.2. Mutual Exchange - A Housing Officer will visit the property and advise the Tenant(s) what improvements need to be made in order for the exchange to progress.
- 4.2.3. Pre-Termination Visit - Rechargeable repairs will be identified as far as practically possible before the property becomes vacant.
- 4.3. ***Through reactive visits***
- When the Council's employees/contractors are called to address a repair, the repair will be inspected to identify if the damage/repair has been caused either by negligence or deliberate damage. Where this has occurred, it will be reported back to the Housing Maintenance Manager, or other officer nominated

for the purpose by the Head of Housing Services, for consideration to recharge for the call out and repair.

4.4. ***Through information received from external bodies (e.g. The Police, Social 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 Housing Maintenance and Repairs Manager, or other officer nominated for the purpose by the Head of Housing Services, for recharge consideration.

4.5. ***Through self-reporting***

When a Tenant (s) reports their own repair to the Council's Repairs Team, the Team will make a decision based on the information presented, or held on their own records, and the customer's circumstances, when considering whether a repair is rechargeable.

4.6. ***Through reports to staff or out-of-hours contractors***

In an 'Out-of-Hours' situation, staff or contractors will be asked to make a decision based on the information presented or held on our own records and the customer's circumstance. If the repair is deemed an emergency, work will be carried out and a retrospective recharge will be considered. The Resident will be made aware of this.

4.7. ***Through loan agreement***

Where an applicant has agreed in writing to repay a financial assistance loan.

5. Rechargeable Repairs - Deliberate, Accidental or Negligent Damage

5.1. Rechargeable Repairs may be imposed for repairs caused by but not limited to any of the circumstances listed in sections 5, 6 and 7, in line with the guidelines listed in section 8. Decisions will be at the discretion of the Housing Maintenance Manager or other Officer nominated by the Head of Housing. Repairs may be necessary in the following circumstances:

- As a result of negligence by a Tenant(s)/Leaseholder(s)/former occupier where this impacts on another resident. In such cases the repair to the affected property shall be dealt with in the normal way (section 8) but a recharge invoice will be sent to the Tenant(s)/Leaseholder(s)/former occupier responsible for the damage caused, as defined under section 2.4., e.g. leaks into the property or properties below which has been caused due to incorrect plumbing by the resident or plumbing done by a none certified plumber.

- As a result of malicious actions (whether the perpetrator is known or not). This must be reported promptly to the police and a crime reference number obtained. Police incident numbers will be accepted in certain circumstances at the discretion of the Council.
- Following malicious damage, which has not been reported to the Police or has not been classed as a crime by the Police (e.g. wilful damage caused by Tenant(s)/Leaseholder(s), their visitors or pets to any part of the property or communal areas through an act of violence or mistreatment).
- As a result of accidental damage, each case will be considered on its merits, and discretion may be exercised depending on the circumstances, for example, where vulnerable persons are involved. Before a recharge invoice is raised, the circumstances of the resident to be recharged will be considered in all cases, taking into account the protected characteristics under the Equality Act 2010 as well as their vulnerability and whether proceeding with the charge is appropriate and in the Council's best interests.
- The cost of removing graffiti and rectifying damage where this has been carried out by the Tenant(s)/Leaseholder(s)/former occupier or visitors to the property.

6. Rechargeable Repairs - Void Properties (when you end your occupation, tenancy or mutually exchange)

- 6.1. The Council will charge Tenant(s), former Tenant(s), former occupiers and Leaseholder(s) in line with section 8 and 9 of this Policy 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. Due allowance will be made for expected fair wear and tear.
- 6.2. Particular attention will be given to:
- Missing items (such as fire doors)
 - Property alterations
 - Damage other than fair wear and tear
 - Clearance of rubbish, floor finishes etc.
 - Clearing out of lofts
 - Clearing gardens including removal of sheds (sheds in good condition may be left if agreed at pre-tenancy inspection by a Housing Officer)
 - Removal or lopping of trees where it is the Tenant(s) responsibility and it has not been maintained
 - Repairs to pathways, fencing, outbuildings or property where damage has resulted as a consequence of unmaintained trees which are deemed Tenant(s) responsibility

- Removal or making good Tenant(s) fixtures /fittings
- 6.3. Where possible a final inspection of the property will be carried out by a Housing Officer before the property is vacated to ensure all Rechargeable Repairs have been completed to the Council's satisfaction.
- 6.4. Where it has not been possible to carry out an exit interview or final inspection, (for example when a Tenant(s) has passed away), an inspection will be carried out as soon as possible after the property has been vacated and any repairs required dealt with as outlined in section 8. Care will be exercised to ensure necessary repairs can be attributed to the outgoing Tenant(s) and did not occur since the property became vacant, or were not in that condition when the vacating tenant moved in.
- 6.5. Each case will be considered on its merits and discretion may be exercised depending on the particular circumstances, for example, where vulnerable persons are involved.

7. Other Rechargeable Repairs

- 7.1. Unauthorised alterations by a Tenant(s) where the Council cannot grant retrospective consent - This is defined as any works that are required to bring the property back up to an acceptable level in accordance with the Decent Homes Standard and the Property Lettings Standard taking into account all relevant legislation relating to Health and Safety.
- 7.2. Replacement of lost or broken door entry key fobs by a Tenant(s) - the cost of replacing lost/stolen keys and the cost incurred in gaining entry to change the lock(s) including garage and shed locks and keys.
- 7.3. Storage of a Tenant(s) goods following eviction or the ending of a tenancy - The property should be left clean, tidy and empty. Where items are left in the property the Tenant(s) will be responsible for meeting all reasonable removal and/or storage charges. They will be stored for a maximum period of one month and the Tenant(s) notified that this has been done by writing to them at their last known address. If the items are not collected within one month of notification, the Council will dispose of the items. The Tenant(s) will also be liable for the costs incurred in disposal of the items.
- 7.4. Gas Servicing – There are 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(s) will be responsible for costs incurred, where awarded.

- 7.5. Clearance of bulky items from housing land/communal areas - If a Housing Officer deems it necessary for such a bulky item to be removed and the Tenant(s) fails to remove the item, the responsible Tenant(s)/Leaseholder(s) will be recharged accordingly. If a bulky item(s) has to be removed from a communal area (such as clearance of waste from blocks of flats) and the person responsible is not known, the Tenant(s) (including Leaseholder(s) within that area may be recharged in equal amounts where it is considered to be appropriate and reasonable in all the particular circumstances to do so. In both cases, the Council will apply the provisions of section 41 of the Local Government (Miscellaneous Provisions) Act 1982 ('lost and uncollected property'). Following items being removed the timescales set out in section 41, will apply. The Council will take ownership of the items and the Tenant(s) will be charged for any costs incurred by the Council relating to the removal, storage, disposal or other costs relating to their property.
- 7.6. Residents can request removal of bulky items on line <https://www.dartford.gov.uk/waste-recycling/special-collections-bulky-household-items>. Charges will apply.
- 7.7. Removal of trees/hedges – Costs of tidying gardens that have been neglected or left overgrown by a Tenant(s).
- 7.8. Any other circumstances that cause an unreasonable cost to the Council.

8. How Recharges are raised

- 8.1. When a repair request is received or identified and it is considered to be rechargeable, taking into account the circumstances outlined in sections 5, 6 and 7 the Tenant(s) or Leaseholder(s) will be advised of their responsibility to have the work carried out and that it will be at their cost.
- 8.2. In some circumstances, Tenant(s) or Leaseholder(s) are not obliged to have the rechargeable work undertaken by the Council; they can complete it themselves or, if the task is specialised (such as lighting, hot water or heating) hire a specialist in the area concerned to undertake the work required. The individual must have proper and adequate public liability insurance cover and be properly and appropriately registered for the applicable trade; for example, qualified and registered electricians, gas safety professionals and recognised tree fellers. The Tenant(s) 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 may take place to ensure this.
- 8.3. When a repair request is received or identified and it is considered to be rechargeable, taking into account the circumstances outlined in sections 5, 6

and 7 but the Tenant(s) or Leaseholder(s) is unable to arrange for the repairs to be completed (e.g. late at night or lost keys) then, with agreement of the Tenant(s) or Leaseholder(s) to accept the recharge, the work will be ordered in the normal way and coded to “recharge”. If possible, full payment in advance will be taken. If not, once completed, an invoice will be issued for the cost of the works for payment by the Tenant(s)/Leaseholder(s)/former occupier.

- 8.4. When a repair request is received or identified and it is considered to be rechargeable, taking into account the circumstances outlined in sections 5, 6 and 7 but the Tenant(s) or Leaseholder(s) or former occupier is unwilling to arrange for the repairs to be completed (either by recharge or making their own arrangements) and as a consequence will put other Tenant(s), Leaseholder(s) or visitors at risk, then the repair shall be ordered in the normal way, coded to “recharge” and an invoice sent to the Tenant(s) /Leaseholder(s)/former occupier as soon as possible after the completion of the works.
- 8.5. When a repair request is received or identified and it is considered to be rechargeable, taking into account the circumstances outlined in sections 5, 6 and 7 and the Tenant(s) or Leaseholder(s) is deceased, an invoice will be raised against the estate.

9. Calculating the Cost and Payments of Recharges

- 9.1. 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.
- 9.2. The costs of Rechargeable Repairs are based on the repair costs (usually in accordance with the schedule of rates supplied by our contractors, unless a specialist repair service is required) and may vary. The schedule of rates used will have been tendered by the Council following procurement regulations.
- 9.3. Additional administrative fees are chargeable as set out in the table below or such other amount as from time to time may be agreed by the Council.

Recharge costs £	Admin Fee £
0-200	10
201-500	20
501-1000	50
1001 and above	100

- 9.4. If there are multiple debts owed by the Tenant(s), the payment of rent arrears will always be the priority debt.
- 9.5. Where Resident(s) are unable to pay the amount due for a recharge in full, a repayment plan can be discussed with the Council's Finance Team or representatives and, if appropriate, in the particular circumstances of the case, agreed at a reasonable/affordable level.
- 9.6. There are various way to make a payment including payment over the phone by credit/debit card, online payments on our website, bank transfers using online banking or mobile apps, cash payments in person at the kiosk in the Civic Centre and cheques. The Council also has facilities to receive standing order payments from a bank or building society and to arrange monthly direct debits for payment agreements.
- 9.7. 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.
- 9.8. Residents should not need to wait for a reminder to pay outstanding charges if they know that the payment is due.

10. Enforcement

- 10.1. Where an invoice has been issued but the Resident fails to pay the sums owed, the matter will be dealt with in accordance with the Council's current debt recovery procedures.

11. Disputes and Exceptions

- 11.1. Subject to any legislative requirements, disputes of recharges must be received in writing by the Housing Maintenance Manager within 21 days of the invoice been sent. The investigation will be carried out by a senior Officer and independent to the Officer who made the original decision.
- 11.2. When a dispute is lodged, the Council will aim to make a decision in writing to the Tenant(s)/Leaseholder(s)/former occupier within 21 days. The Tenant(s)/Leaseholder(s)/former occupier will be notified of what evidence is required within the same time scale. It is the Tenant(s)/Leaseholder(s)/former occupier(s) responsibility to provide the requested evidence. If not received then it will be assumed that the Tenant(s)/Leaseholder(s)/former occupier(s) no longer wishes to pursue the matter.

- 11.3. The Council will fully investigate any disputed rechargeable costs. If after investigation the original costs are upheld, the Tenant(s)/Leaseholder(s)/former occupier or person responsible will be advised that steps will need to be taken to repay the amount owing; or if they remain dissatisfied with this, a complaint may be lodged within 21 days of the review decision, which will be investigated through the Council's formal complaints process.
- 11.4. The cost of a recharge may be waived (in full or in part) in exceptional circumstances where evidence can be provided to justify such a waiver, e.g. it may be appropriate to waive if the Tenant(s)/Leaseholder(s)/former occupier has a disclosed, prolonged or considerable disability, mental health issue, learning difficulty, or where a recharge would result in considerable financial hardship or where damage is caused by an act of domestic violence/Anti Social Behaviour directed at the resident or it is a result of a hate crime.
- 11.5. The Council has the right to refuse to carry out Rechargeable Repair(s) providing that by doing so, the Council is not placing the Tenant(s)/Leaseholder(s)/former occupier or any other residents at risk of harm and the Council is not acting in breach of any legal obligations to the Tenant(s)/Leaseholder(s)/former occupier. Reasons for this include requests for additional works where previous payments have not been made or repayment plans have not been kept.

12. Review

- 12.1. This Recharge Policy will be reviewed on a regular basis to ensure it remains relevant in accordance with other service policies and government legislation.