

Adur Council

Recharge Policy

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1. Introduction and Scope

- 1.1. Adur District Council (the council), through its housing service (Adur Homes), is committed to providing a cost effective, efficient service whilst meeting all its legal, including contractual, obligations. This Recharge Policy applies to:
 - Existing and former Adur Homes tenants (of dwellings and garages),
 - Freeholders of ex-Adur Homes properties, where the purchase included an agreement to contribute towards any shared costs.
- 1.2. It sets out what can be recharged, how rechargeable items will be identified and how they will be processed.
- 1.3. The council's Tenancy Agreement states, amongst other things, that the tenant, those living with the tenant and their visitors must take reasonable care to prevent damage to the property, decoration, fixtures and fittings, communal areas and neighbouring properties. It also states that access must be given where required for statutory reasons and repairs, and that the rent due must be paid.
- 1.4. This Recharge Policy provides guidance to Tenants and to the council on what will be recharged and how much. Each case will be dealt with on its merits but the principle of the policy is to ensure the council does not incur costs for which it is not responsible and thus will help to keep rents and service charges as low as possible.

2. What are the Council's Legal Obligations?

- 2.1. The policy is informed by current legislative and associated regulatory frameworks.

3. What will be Recharged?

Repairs and Maintenance

- 3.1. Tenants will be recharged for repairs due to accident, vandalism, misuse or neglect by a tenant, a member of their household, a visitor (invited or uninvited) or a pet, whether or not it is something for which we would normally be liable. This includes, but is not limited to damage caused by the following:
 - Wilful acts
 - Neglect
 - Misuse
 - Abuse
 - The police or other proper authority in order to access, or secure, the premises.
- 3.2. Sometimes the actions of one tenant may impact on another resident, for example an overflowing tap may cause water damage to the property below. Where it can be

proved that the tenants' action contributed to the damage, the responsible tenant will be recharged for the repairs to the other property.

3.3. Residents can also be recharged:

- If a pre-arranged and mutually agreed appointment is missed by the tenant or their representative.
- If the council has to carry out any repairs that are the resident's responsibility, under their Tenancy Agreement or Lease, recharge or repairs policy.
- If the resident fits any type of installation or fixed appliance for which the council has not given written permission, or does not maintain such an installation or appliance where they have permission, and the council is forced to undertake repairs / disconnection or removal, for example for health and safety reasons or as a result of an issue arising from this installation/fixed appliance.

3.4. Residents will not be recharged for repairs which are part of normal 'wear and tear', that is any damage resulting from ordinary use and exposure over time, except for items covered in 3.3 above. In addition, residents may not be recharged where the repair is a result of a criminal act and where a crime reference number has been obtained and passed to the council, particularly where a conviction has been obtained.

3.5. When a property is about to become void, due to the ending of a tenancy or mutual exchange, it will be inspected and the tenant will be recharged for any works that are not due to normal wear and tear of areas covered by the responsibility of Adur Homes. Particular attention will be given to:

- Missing items (such as fire doors)
- Property alterations
- Damage other than fair wear and tear of items under the responsibility of Adur Homes
- Clearance of rubbish, floor finishes etc.
- Clearing out of lofts (please note tenants are not permitted to use loft spaces)
- Clearing gardens
- Removal or lopping of trees and other vegetation where it is tenant responsibility and it has not been maintained
- Repairs to pathways, fencing, outbuildings or property where damage is evident, this includes as a consequence of unmaintained trees/vegetation which are deemed tenant-responsibility
- Removal or making good of tenant fixtures

3.6. There may be occasions where a resident cannot reasonably be held responsible for repairs which would normally be rechargeable, for example where a tenant is

registered disabled and unable to undertake repairs themselves. Tenants are required to inform the council in writing about any vulnerabilities so that appropriate measures can be put in place to reduce disrepair. The council will consider whether to make a recharge in such circumstances on a case-by-case basis. Building Services can provide a service to tenants needing additional support and will recharge accordingly.

Other Recharges

- 3.7. If belongings are left in a property once it is vacated, the council will store the items in line with legislation. After the period a Tort notice will be issued and the former resident will be responsible for costs relating to the removal, storage, or disposal of the items.
- 3.8. Where the council has a statutory obligation to enter a property (for example to undertake gas servicing) but access is denied, the tenant will be recharged with the costs of taking legal action to obtain a warrant or an injunction plus any additional costs associated with gaining access.
- 3.9. There are occasions where it may be necessary for the council to take a tenant to court to complete compulsory compliance checks e.g. gas/EICR, to seek an eviction or similar warrant, in cases of Anti-Social Behaviour, or other linked charges. The council will follow any relevant pre-action protocols and other legislative procedures.
- 3.10. Clearance of bulky items from housing land/communal areas - Where tenants have requested the removal of bulky items, they will be asked to make an advance payment. If a Housing Officer deems it necessary for such an item to be removed, the responsible Tenant(s) will be recharged accordingly. If a bulky item(s) have to be removed from a communal area (such as clearance of waste from blocks of flats) and the person responsible is not known, the tenants 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.
- 3.11. Any other circumstances that cause an additional or unreasonable cost to the Council.

4. How will rechargeable costs be identified?

- 4.1. Rechargeable items will be identified through the following methods:
 - **Programmed inspection of the property:**
 - When a tenant has been selected for an offer of alternative accommodation, the Housing Officer will complete a transfer inspection at the tenancy address. The transfer may be delayed or withdrawn until repairs are completed and paid for.

- Mutual Exchange – A Housing Officer will visit the property and advise the tenant what works need to be made in order for the exchange to be progressed.
- Pre-Void Inspection - Rechargeable repairs will be identified, completed and paid for, as far as practically possible, before the property becomes vacant.
- **Reactive visit:**
 - When an inspection is carried out following a report of a repair, the council employee or a contractor carrying out the inspection will advise the tenant if the repair is likely to be rechargeable, details of the cost will be provided and how payment can be arranged.
 - If the works are rechargeable, repairs will not be undertaken until they are agreed with the resident. If the work is deemed an emergency repair and / or its disrepair is likely to cause further damage to council property, we will carry out the work, and arrange a recharge after completion.
 - Where an out of hours repairs visit is made but the repair is found not to be an emergency repair, as set out in the Reactive Repairs Policy, a recharge will be made for the call out.
- **Information received from external bodies**
 - In certain circumstances, rechargeable items may be brought to our attention by external organisations (e.g. The Police, Social Services, council Contractors) and highlighted as rechargeable.
 - The amount of some recharges, for example court costs and fees, will be determined by the court.
 - Sometimes rechargeable items will be identified as the result of a complaint investigation.
- **Self-reporting**
 - When a tenant reports matters that may be liable for a recharge under the terms of this policy, they will be advised before any action is taken.

4.2. In some circumstances, tenants 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, heating or fire door installation) hire a specialist in the area concerned to undertake the work required. The individual/contractor 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, recognised tree fellers. The tenant must notify the council in advance if they intend to carry out work

themselves or 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 must take place to ensure quality and compliance to relevant building standards and all relevant safety or other certificates submitted to the council following the works.

5. Calculating Costs

- 5.1. For rechargeable repairs, we will pass on the cost of the repair incurred to the council, plus an administrative fee of 10%, plus VAT where applicable.
- 5.2. Pre-agreed repairs and maintenance appointments that are missed will be charged at the cost of the call out plus an administrative fee of 10%, plus VAT where applicable.
- 5.3. Replacement keys and fobs for communal doors will be recharged at the cost incurred to the council plus an administrative fee of 10%, plus VAT where applicable.
- 5.4. For repairs which are always rechargeable (i.e. those that should normally be undertaken by the resident such as cutting of replacement door keys) residents will be reminded that the repair is rechargeable when the repair is requested. They will also, where appropriate, be advised to consider undertaking the work themselves where appropriate.
- 5.5. For repairs that are considered likely to be the result of damage or neglect, the council will notify the resident of a possible recharge before undertaking the work. If the resident agrees for the council to go ahead with the repair and advance payment will be required. Where the repair is necessary for health and safety reasons, the council will be able to go ahead with the repair and recharge accordingly, (obtaining a court order for access if required) without the consent of the tenant if necessary.
- 5.6. When a tenant gives notice that they will be moving out of their home, the council will undertake a pre-void inspection to determine what repairs are necessary to bring the property up to an acceptable standard. The outgoing tenants will be advised of all obvious rechargeable repairs seen at the time of this inspection and given the option of carrying out those repairs themselves. Once the property is vacated, the tenant will be advised of any further rechargeable repairs that are identified. If access is not granted for a pre-void inspection, the recharges will be notified once the void inspection is completed.

6. Payment Terms

- 6.1. In all cases of individual liability, the council will advise the tenant as soon as it is identified that an item will be rechargeable. This will then be confirmed as soon as practicably possible. Tenants will have the right to appeal as set out below. If there is no dispute or if any appeal is not upheld, a further letter will be sent setting out

what is owed and also how to pay. The recharge account will be separate from any rent of service charge account to ensure payments are correctly attributed.

- 6.2. Payment by instalments can be agreed on individual circumstances. This will generally be over a period of up to 12 months, other than in exceptional circumstances when the period may be extended.
- 6.3. Replacement keys and fobs will need to be paid for on receipt and tenants will need to show photo identification.

7. Enforcement

- 7.1. Where payment has not been made, the matter will be dealt with in accordance with the council's debt recovery policy (including in accordance with any legislative requirements under the relevant provisions relating to tenants).

8. Disputes and Exceptions

- 8.1. Subject to any legislative requirements, disputes of recharges must be received in writing by the Service Manager (or other senior officer) within 14 days of the letter advising of the recharge amount being sent.
- 8.2. When a dispute is lodged a decision will be made in writing to the tenant within 28 days. The tenant will be notified of what evidence is required within the same time scale. It is the tenant's responsibility to provide the requested evidence. If not received then it will be assumed that the Tenant(s) no longer wishes to pursue the matter.
- 8.3. The council will fully investigate any disputed rechargeable costs. If after investigation the original costs are upheld, the tenant / 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 formal complaints process.
- 8.4. The cost of a recharge may be waived (in full or in part) in exceptional circumstances where evidence can be provided.
- 8.5. The council has the right to refuse to carry out rechargeable work providing that, by doing so, the council is not placing the tenant or any other residents at risk of harm and the council is not acting in breach of any legal obligations to the tenant. Reasons for this include requests for additional works where previous payments have not been made or repayment plans have not been kept.

9. Review

- 9.1. This Recharge Policy will be reviewed on an annual basis to ensure it remains relevant in accordance with other service policies.

10. Glossary of Terms

Term	Definition
Bulky items	Household items that are too big to go into a normal bin. For example mattresses, furniture, fixtures like bathroom suites, appliances, like washing machines. .
Dispute	To disagree with or express doubts about something.
Dwelling	A house, flat, or other place where people live.
Exceptions	Cases where the council agrees to allow a policy not to be followed.
Exceptional Circumstances	Situations or events which are sufficiently outside the criteria outlined in this policy that they need to be considered as an individual case to see how the policy should apply.
Fixed appliance	Appliances that are permanently connected in your home and cannot be easily moved around. Examples include cookers and showers.
Fixtures and fittings	Items that are included in a home when you buy it. These will be anything that is either attached (a fixture) or has been fitted in the property. Examples of fixtures include bathroom suites, boilers, kitchen units and worktops and carpets. Fittings are items such as hanging mirrors, wall art and pictures, freestanding furniture and curtains
Leaseholder	A person who owns a property for the length of the lease agreement with the freeholder. When the lease ends, ownership returns to the freeholder, unless the lease is extended..
Liability	Having a legal responsibility for something.
Lopping and topping of trees	Lopping refers to the removal of large side branches and topping refers to the removal of large portions of the crown of a tree.
Making good	The process of repairing or bringing something up to a finished standard, or restoring it to its previous condition
Misuse	Using something in the wrong way or for the wrong purpose which causes it to be damaged.

Neglect	Neglect is when a person fails to do something that a reasonable person would have done or does something that no reasonable person would have done. Examples might include, leaving a window open and allowing rain to cause damage in the property or not putting out a candle which causes a fire.
Pre-action protocols	Steps the court would normally expect to be taken before issuing a claim at court. For example, the exchange of early and full information about a prospective claim and attempts to avoid litigation by agreeing a settlement before the commencement of proceedings.
Property alterations	Making changes to any part of a property including structural changes and layout changes. Examples include taking out an internal wall, extending a property, dividing a room.
Public liability insurance	Cover against a client or member of the public claiming they have been injured, or their property damaged, because of the insured's business activities.
Recharge	A recharge is when you claim back money from an individual or business to meet costs you have incurred which are their responsibility.
Statutory	Decided, controlled, or required by law. For example, gas safety checks which must be undertaken by the council and for which they have the right of entry into the properties for which they are the landlord. .
Tenant	A person who signs a tenancy agreement to allow them to occupy land or property in exchange for rent paid to the property owner (the landlord).
Torts notice	A legal document alerting the owner of items that have been abandoned on private land or property.
Void	A property that doesn't have a tenant in place - it is sitting empty waiting to be re-let..
Waive	To not demand something you have a right to or not cause a rule to be obeyed.
Warrant	A legal document issued by the courts which authorises the police or other permitted authority to make an arrest, seize property, conduct a search, or execute a judgement.
Wear and Tear	Damage to a property resulting from ordinary use and exposure over time. Also referred to as ordinary wear and tear or natural wear and tear.