

Recharge Policy (Cost recovery for maintenance work that is the responsibility of the tenant).

Policy Owner	Head of Property and Estates.
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Links to other policies & frameworks.		

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Introduction

Caredig aims to provide, high quality, value for money services that make the best use of available resources. To achieve this aim, Caredig enforces all aspects of the Occupation Contracts it has with its tenants. This includes recharging tenants (recovering Caredig's costs) for repairs and other works that are the responsibility of the tenant.

This Policy sets out Caredig's position on rechargeable works for existing and former tenants. For the purposes of this policy, recharges are applied when Caredig incurs costs for completing works that are the responsibility of tenants to complete under the terms of the Occupation Contract.

Our Values

In applying this policy/strategy, we will be guided by our values. Our values determine how we behave towards our customers, our colleagues, our partners and our work: -

Kind - We recognise that relationships are at the heart of everything we do, at the heart of good relationships is kindness

Innovative – we continuously strive to be the best we can whilst seeking creative ideas to improve and grow

Trusting – We trust people to do the right thing, because good relationships are built on mutual trust and respect

Accountable – we accept the responsibilities of our role and are accountable for our actions and for doing what is right.

Aims

- To minimise loss of income by recovering the cost of rechargeable items from current and former tenants.
- To promote an equitable service by ensuring that tenants who incur charges are held responsible.
- To have systems and procedures in place, which ensure the recharge process is carried out efficiently, effectively and economically for both Caredig and tenants.
- To deter vandalism or neglect to our properties.

Roles and Responsibilities

To ensure the Recharge Policy is applied consistently, and to ensure we provide a quality service for our customers the Caredig's staff have clearly defined areas of responsibility.

Heads of Service

Heads of Service are responsible for ensuring that policies and procedures are followed by all concerned.

Staff

Employees are responsible for ensuring they are fully aware, and adhere to, the terms set out in the policy. This policy will be used by Housing Advisors, Housing Staff, Property Services Staff and Finance staff.

Equal Opportunities

The policy will be underpinned by the following principles:

Caredig's commitment to delivering a service which is fair, equitable and transparent.

Be supported by detailed procedures and agreed practices, which will be consistently applied across the organisation.

Tenants will be made aware of circumstances in which charges may apply

References to other relevant policies and Procedures

Mutual Exchange Policy

Repairs Policy

Voids Policy

Emergency Repairs Guidance

Scope of Service

1. Policy

Caredig will apply recharges to tenants and leaseholders for damage caused by themselves, members of their household, or visitors to their property in the following circumstances:

- Damage caused by the tenant, their family or visitors to their property or adjoining property owned by us.
- Forced entry to a tenant's home because of lost keys or a need to enter the property to carry out an emergency repair that is the tenant's responsibility
- Poor DIY, removal of rubbish or belongings, unauthorised alterations during the tenancy or after the tenant vacates the property
- Falsely claiming eligible or discretionary repairs
- Falsifying or supplying an unrelated crime reference number
- Lock changes and gaining entry into tenants' home, garage or shed
- Intentional damage to the internal structure of the property, including walls, plasterboards, doors, windows, fixtures and fittings, plumbing and electrics
- Intentional damage to the exterior of the property including walls, gates, fences, paths, steps, patios, driveways and parking areas (damage includes spillages)
- Intentional damage to internal communal areas; lobby areas, hallways, stairs etc.
- Intentional damage to external communal areas; including walls, gates, fences, paths, steps, patios, driveways and parking areas, stores for refuse and recycling, scooters, bicycles (damage includes spillages)
- Restoring gardens following unauthorised work
- Removing plants and trees in gardens that have been allowed to overgrow due to wilful neglect
- Costs of removal of goods from property both during and following the end of a tenancy
- Cost of removing rubbish from property, including lofts, gardens and outbuildings following end of a tenancy
- Fumigation and treating pest infestations (we will not recharge when this is deemed to be through no fault of the tenant)
- Restoring the structure of the building, and/or fixtures and fittings, following unauthorised (written consent not provided) or unsatisfactory work to comply with legislation and requirements applicable at the time, such as the WHQS and/or to make safe
- Not allowing access for pre-arranged appointments
- Misuse of our emergency repairs service – reporting a repair as an emergency when it is not or where it is the tenant's responsibility
- Damage caused during the execution of a lawful search by Police
- Fitting TV aerials
- Changing domestic fuses
- Bleeding radiators
- Plumbing in tenants own washing machines and dishwashers
- Replacing light bulbs.
- Replacing broken toilet seats
- Replacing plugs and chains on sinks and baths & cookers

2 Wilful neglect and deliberate action

2.1 Wilful neglect or deliberate action on the part of the tenants/leaseholders, household members, or their visitors, could include vandalism, intentional damage (e.g. forcing a door open rather than reporting a lost key) or attempting to carry out a repair or make an alteration that then requires professional attention, and which in the process causes damage.

2.2 Wilful neglect and deliberate action also includes failing to report an obvious problem which leads to more extensive damage occurring. An example of this could be a failure to report a leaking pipe, which results in electrical failure or a ceiling collapsing due to persistent water damage.

3. Missed Appointments

3.1 We understand that there may be occasions when a tenant may miss an appointment due to unforeseen circumstances or it may simply be an oversight. We will rearrange for the repair to be carried out. However, if tenants continually miss pre-arranged and agreed appointments, the repair order will be closed, and we may recharge any costs, incurred by Caredig, back to the tenant.

3.2 We will always carry out emergency repairs. However, if the emergency repair is a rechargeable repair, the tenant will be advised that they will be recharged for the cost of the repair.

3.3 Where a tenant reports an emergency repair, they will be informed that the repair will be carried out within 24 hours. If the tenant fails to allow access for Caredig, or Caredig's external contractors, to undertake the emergency work, we may recharge any costs, incurred by Caredig, back to the tenant.

4 Recharging Tenant Improvements

4.1 Improvements made by tenants that we have not approved or where permission was granted on condition that the property was returned to its original state, and this has not been done will be recharged to the tenant.

5 Empty Properties

5.1 Where a tenant gives notice that they wish to end their tenancy, we will arrange an end of tenancy inspection, where possible.

5.2 During the visit, a property inspection will be carried out to identify damage or repairs that must be addressed, prior to returning the keys, this will be followed up in writing.

5.3 Any works not undertaken as specified, or not undertaken to an acceptable standard, will be recharged to the former tenant.

5.4 If a pre-end of tenancy inspection is not carried out, the void pre- inspection will be carried out. Any issues that were the responsibility of the tenant will be recharged.

5.5 In all cases, the recharge will be supported by photographic evidence. Photographs should be taken of any repairs identified as rechargeable.

5.6 Caredig will be entitled to recover the costs of disposing of any property left at the premises (the “premises” to include the building, outbuilding or garden).

6 Non-Rechargeable Circumstances

6.1 We will not make a re-charge in the following cases:

- to a family that has passed away if there is no estate
- when a tenant goes into residential care and has no means to pay
- where a tenant has been a victim of a serious crime, and charges are brought against the perpetrator
- where a tenant has been a victim of domestic abuse
- where incidents are reported to us as an act of anti-social behaviour or racist behaviour or due to domestic abuse.

7 Charging Arrangements

7.1 Tenants may be given the opportunity to carry out any rechargeable repairs themselves. Where a tenant chooses to carry out their own repair, they must provide a target completion date so we can arrange a post inspection of the repair to ensure that it is to suitable standard.

7.2 We will consider carrying out rechargeable repair works on behalf of the tenant. In such circumstances, we will provide a quotation and agree payment in advance before the work is started.

7.3 Where tenants may otherwise have difficulty in repaying the cost of a rechargeable repair, we will offer affordable repayment plans.

7.4 Rechargeable repair costs will be calculated using the current Schedule of Rate cost for reactive repairs where these are available, and will be subject to VAT. A copy of the schedule of rates is available on request.

8 Outstanding Rechargeable Repair Charges

8.1 Where there are excessive outstanding recharges on a tenant's account and no agreement for payment is in place, we will:

- Consider only carrying out emergency repairs until a payment plan is agreed.
- Consider refusing any transfer and mutual exchange applications until the cost of the recharges are recovered.

9 Recovery of Charges

- 9.1 Failure to pay recharges is considered a breach of tenancy conditions and Caredig will seek to recover those costs via appropriate income recovery methods.

10 Appeals process

- 10.1 Current and former tenants have the right to challenge repair recharges. Such requests will be considered by the Housing Manager or the Property Manager.

- 10.2 Tenants also have the option to take advice from an independent source such as the Citizens Advice Bureau, a Solicitor or by contacting Shelter Cymru on 08000 495495, or via their website [Shelter Cymru - Home is everything](#)

- 10.3 Tenants will have 7 days to respond and challenge any rechargeable repairs requests.

- 10.4 Consideration will be given to substandard repairs undertaken previously by tenants contractors that have not been identified by Caredig in deciding on whether to apply a recharge.

11 Extenuating Circumstances

- 11.1 The Repairs Policy, Mutual Exchange Policy, Void Policy and Tenant Recharge Policy are the only policies with direct reference to managing the issuing of recharges. However, it is important that the wider issues (anti-social behaviour, support needs – personal and financial) are considered fully when working in partnership with tenants to understand their responsibilities, cope with consequences and manage their debts.

- 11.2 Staff may use discretion when there are mitigating circumstances such as a vulnerability or extenuating personal situations. These should be discussed with the Housing Manager and Property Manager.

Equal Opportunities

Equality Impact Assessment has been completed.

Further Guidance

Please refer to the policy owner if unsure.