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Warwick District Council

Draft Recharges Policy

Draft Version – May 2021

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1. Introduction

To ensure that the Council provide Value for Money (VFM) for our customers, a robust recharge and debt recovery policy has been introduced. This Policy sets out how the Council will manage general recharges and rechargeable repairs when, costs are incurred which are considered to be the resident's responsibility, examples include:

- Malicious/deliberate damage
- Accidental/careless damage
- Criminal damage

If such damage occurs, residents must be made aware that the cost of repairs or replacement will be recharged and recovered.

Repairs reported that are deemed fair wear and tear or where fixtures and fittings reach the end of their economic life, then residents will not be recharged. This Policy has been produced to reflect Warwick District Councils main aims, objectives, and values to customer satisfaction and at the same time maximising the resources available in the delivery of excellent housing services.

2. Legal Obligations

The Council undertake specific repairs and maintenance works in response to the following legislation and national standards:

- Housing Act 1985
- Housing Act 2004 (Housing Health and Safety Rating System)
- Landlord and Tenant Act 1985
- Defective Premises Act 1972
- Environmental Protection Act 1990
- Equality Act 2010
- Gas Safety (Installation and Use) Regulations 1998
- IEE Wiring Regulations

There are also specific contractual conditions that apply to our residents, set out in individual agreements, which all residents sign at the start of their tenancy or Leasehold agreement.

3. Recharge and Recovery Principles

In consideration of our strategic aims, objectives, and values and the requirements of customer satisfaction and value for money, our Recharge and Recovery Principles are to:

- Ensure this policy is clear to all employees, our customers, and stakeholders who may be involved with the processes.
- Keep a rechargeable record for six years.

- Encourage our residents to carry out works themselves, or to pay a suitably qualified person rather than carry out rechargeable repairs as a matter of course.
- Maintain rent arrears as the priority debt during the collection process.
- Receive payment in advance from all recharges wherever possible.
- Consider criminal proceeding, where appropriate to do so, and when the resident fails to pay or remedy an unlawful act.
- Continually encourage and advertise affordable opportunities for appropriate insurance policies for our residents, ensuring that residents are questioned about having insurance during any recharges interaction.
- Make the options within this Policy flexible to allow discretion when deemed appropriate.
- Ensure the recharges and recovery processes are efficient and effective in meeting the Policy objectives. The debt will be chased until such time it is decided that it is not reasonable to continue to recover. All approaches to recovery of the debt can be used, including contact via phone and letters, court action, and the use of third-party recovery and tracing agencies.
- For the purposes of this policy, the term residents refer to;
 - Current secure and introductory tenants
 - Former Tenants
 - Leaseholders

4. Recharges Defined

This section seeks to describe and explain the position when general wear and tear is not the cause of fixtures and fittings requiring repair or replacement.

In the following circumstances, our residents shall be personally responsible for a recharge where:

- Damage has occurred to a property or garage as a result of malicious, deliberate, or careless behaviour or the misuse or neglect by the resident or a member of their household, including visitors and pets.
- Any unauthorised alteration that has been carried out where backdated consent is not possible including any unauthorised changes or damage to flat entrance doors or any of the other fire protection measures undertaken to the properties. Any recharge will be based on the work that is required to bring a property back up to an acceptable standard as required by Warwick District council, to the Decent Homes standard and to the requirements of the Housing Health and Safety Rating System.

- The property and or garden has not been cleared of rubbish at the end of a tenancy. All properties should be left clean, tidy, safe, and empty.
- Costs have been incurred for clearing and repairing a filthy or verminous property during the tenancy. Where a property has been neglected to such an extent that it requires attention under any legislation, then a resident may be recharged for the costs of any services required.
- Costs have been incurred following a mutual exchange. A mutual exchange will only be approved where there is no cost to Warwick District Council. An application for a mutual exchange will only be approved where any rechargeable costs have been paid in full, or that any required repairs have been completed before the application is approved.
- Vandalism to a property has occurred, and it is clear it is as a result of a deliberate act and as a result of a breach of tenancy or where an individual has admitted to causing the damage.
- There have been repairs to shared elements between properties that are managed by Warwick District Council and owned privately by a third party that is causing damage to properties under the management of Warwick District Council. This type of charge will only be made once all other methods of resolution have been exhausted.
- Goods have been stored following an eviction. A Property should be left in a clean, tidy, and empty condition. If goods of a value below £100 are left in the property, the Council will store the goods for 28 calendar days before disposal. Where goods are valued over £100, they will be retained for three months. Associated storage costs may be charged to the relevant resident.
- Costs and associated charges relating to obtaining a court order to gain access to properties has occurred. The Council have a duty to gain access to inspect and remedy any potential impact on the effective management of a property.
- The clearance of bulky items has occurred from Housing managed land and communal areas. Waste disposed of unlawfully on land or in communal areas under our management will be recharged where the perpetrator can be identified.
- Costs relating to the installation or replacement of utility supplies and meters have been incurred, where unlawful interference has taken place. Where a service supply meter has been tampered with, Warwick District Council will recover any charges relating to the repair or replacement of the meter.
- And any other circumstance that causes the unreasonable cost to the Council.

5. Common Sources of Recharge Damage

Although not exhaustive the list below identifies common causes where recharges may be applicable:

a) Malicious damage

- Broken windows
- Holes in doors/walls
- Removal of floorboards
- Leaving and dumping rubbish in gardens
- Upon investigation, circumstances, as reported by a resident, are found to be untrue.

b) Accidental damage

- Renewing door locks when keys are lost
- Broken wash hand basin
- Blocked toilet, nappies, toys, etc.
- Pipes or cables damaged by screws and nails.

c) Third-Party/Vandalism

- Broken windows
- Graffiti
- Damage following break-in
- Police reports

d) Pets and Animals

- Chewed/scratched Doors and woodwork
- Scratched floor tiles
- Urine stains

e) Unauthorised or poor standard alterations

- Removal of electrical fittings
- Removal of a stair banister
- Illegal driveways
- Removal of fencing
- Alterations which have been assessed as unsatisfactory and of poor quality
- Removal of radiators during decoration

The Council will take enforcement action when criminal damage, and theft, is clear upon inspection in all circumstances.



Damaged door



Lost Keys



Broken window



Broken lock



Damaged door frame



Damaged kitchen unit



Blocked sink or toilet



Damaged walls, ceiling, floor, and door

6. Potential Exemptions

Warwick District Council will apply certain exemptions in respect of recharges where certain situations described below are apparent:

- Where damage is caused by vandalism or a criminal act, and a crime number is produced.
- A resident is vulnerable for any reason, and the repair can be attributed to their vulnerability.
- Where a repair has been reported as a result of an instance of domestic violence, however, if a second report is received, our support is refused, or our resident refuses to make a statement to the police, then repairs may be recharged.

7. Equality and Diversity

Warwick District Council are aware of the need to be flexible and have an understanding and awareness of the duty to ensure that practices are not unfair and available to everyone.

Each possible recharge situation will be assessed on its merit, and discretion may be considered to waiver or adjust a recharge dependent upon the circumstances of each specific case. Decisions will review and take into account any protected characteristics or financial capability when making a decision.

8. Recharge Decisions

The decision to recharge a resident will be made at the first point of contact. Should there be a need to not make a recharge then this decision must be made by a manager in Asset Management. Where a recharge has been invoiced and a charge raised on the account then any decision to waive that recharge prior to any recovery action must be made by a manager in Landlord Services. Where it is considered that continuing to try and recover a recharge is not cost effective then the Landlord Services Manager will make application to the Head of Service to write off the recharge.

9. Recharge Payments

The method and level of recharge repayment will be the same for all residents and they will be able to make payments via standing order, direct debit, and debit/visa card payments and over the telephone.

Current tenant recharges will be placed on the Housing Rents Database as a sub-account and will be managed (including any legal action) and collected at the same time as any other outstanding debt owed. However, the payment of any rent arrears will remain the priority debt.

A former tenant recharge will be set up as a sub-account on the former tenant account.

There may be occasions in exceptional circumstances, where a resident cannot pay for the work in full within the specified time limits. In these instances, and at an officer's discretion, arrangements for a payment plan to pay the debt by instalments may be agreed; however, this will not extend for longer than 24 months.

Arrangements for a payment plan will be offered to former tenants providing details of the current address are verified.

Where practicable compensation will be sought to cover recharges from the courts where criminal damage has occurred.

10. Health and Safety

Health and Safety are one of Warwick District Councils priority concerns. In particular, issues in blocks of flats where acts of damage can impact not only one household but also on other residents. In these circumstances charges will also be made for any damage caused to a neighbouring property. Where a resident has chosen to carry out works where they are deemed to be personally liable, and there is a health and safety risk, a timescale will be provided for the work to be completed:

- Emergency Repairs– 4 Hours
- Urgent Repairs – 7 Calendar days
- Routine Repairs – 28 Calendar days

If the repair has not been completed to the standard required or within the specified timescale, or the responsible party has not been able to get a suitably qualified person to carry out the works, then our nominated representatives will carry out the work in default, and the responsible resident will be liable for the total cost of the works.

Where a resident accepts responsibility to carry out works to bring repairs up to our required standard, and where requested, a resident will be provided with a list of contractors who are suitably qualified and competent to carry out such work. However, the Council will not be held responsible for any repairs where a resident has used an unqualified contractor and where any repairs have been completed to an unacceptable standard.

11. VAT

Where any works are carried out for one of our current tenants, any recharge bill will be final and will include VAT at the current rate. Any rechargeable repairs for one of our former tenants will not include VAT.

12. Partnership Working with Police and other statutory services

Where a property is damaged due to the involvement with the Police, Ambulance, or Fire Service in response to an emergency call, any repairs required will not be charged to our resident, where it is a valid emergency response call and not as a direct result of a criminal act.

13. Appeals and Complaints Process

The Council will ensure that residents have the right to appeal against any recharge decision, which they consider is unreasonable.

All appeals received, will in the first instance be dealt with as a service request and acknowledged, investigated, and responded to by Landlord Services, Senior Housing Officers within 10 working days.

If, however, the resident is not satisfied with the appeal decision then they have the right to make a formal complaint in accordance with Warwick District Councils Complaints Policy.

Details are available on [Warwick District Council's website](#).