

# **HOUSING RECHARGE POLICY.**

## **Introduction**

This document sets out the recharge policy for tenants and licensees of Hinckley & Bosworth Borough Council. Recharging relates to both former tenants/licensees (in the form of void property recharges) and current tenants/licensees (in the form of repair recharges). It covers work carried out to council properties, including council garages and properties under their control as part of the Private Sector Leasing Scheme.

The purpose of this policy is to provide a consistent and transparent approach to recharging. It aims to encourage good tenant/licensee relations and discourage negative tenant/licensee behaviour and avoid damage to property, in alignment with what is expected in the private rented sector.

This document will ensure all housing stock is maintained and kept in a good condition, whilst reducing unnecessary costs to the Housing Revenue Account.

## **Objective**

The objectives of this policy is to ensure we continue to work towards achieving our corporate aim to provide a thriving place to work and live. It sets out the principles of the council's approach to charging tenants/licensees for maintenance repairs that are not normally the responsibility of the landlord. It also creates a provision allowing the council to charge for pre-arranged appointments that have been missed.

## **Definitions**

Where Hinckley & Bosworth BC undertake to carry out a repair that has become necessary as a result of damage caused wilfully or through accident or neglect by a tenant/licensee or a member of their family or an invited visitor to their home, the cost of the repair would be regarded as a 'Rechargeable Cost'.

Reasonable wear and tear within properties is expected. This will not be regarded as a Rechargeable Cost.

## **Landlord Responsibilities**

As a landlord, Hinckley & Bosworth BC have certain responsibilities to maintain and repair our properties. These responsibilities are set out in the various Housing Acts, Landlord & Tenant Act 1985 and the Human Rights Act 1998, and are detailed in your tenancy agreement and supplementary pages of licence agreements.

## **Tenant Responsibilities**

Tenants or licensees of Hinckley & Bosworth BC, also have responsibilities to maintain and carry out certain repairs to our properties. These responsibilities are set out in the tenancy conditions and supplementary pages of licence agreements. The conditions fit into three main areas of responsibility:

- Repairing and maintaining your home
- Alterations and home improvements
- Keeping your garden tidy

## **Rechargeable Costs**

A rechargeable cost can arise in many situations. The following are examples and do not form an exhaustive list of where a rechargeable cost can arise:

- Repairs undertaken in an emergency on behalf of the tenant/licensee e.g. lock replacement due to fault of tenant such as lost or misplaced keys.
- Repairs needed due to damage or neglect caused during the tenancy/licence.
- Repairs for which the tenant/licensee is responsible, that the Council agrees to carry out. This will apply in circumstances such as where there are health and safety concerns and to prevent further damage, for example to carry out corrective work after a tenant/licensee has carried out poor quality or potentially dangerous alterations e.g. rewiring.
- Rectifying any alterations a tenant/licensee has made without the Council's permission, or which were not completed to an acceptable standard.
- Repairs to void properties that are necessary because of damage, neglect or poor workmanship by the former tenant/licensee or where non-standard alterations have been carried out.
- Recharging for items that are missing once a tenancy/licence has ended.
- Costs of cleaning and clearing the property, garden, sheds or outbuildings if left in an unsatisfactory condition at the end of your tenancy.
- Cost of clearing a garden where the tenant has refused to maintain their garden in accordance with the tenancy agreement.
- Repairs caused by 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 tenants/licensees, their visitors or pets to any part of the home through an act of violence or mistreatment.
- Repairs caused accidentally by tenants/licensees, their visitors or pets, e.g. Something has dropped into the bath causing it to crack or doors have been pulled off their hinges.
- Repairs caused by criminal damage by the tenant/licensee or their visitors which has been classed as a crime by the police.
- Repairs and/or improvements requested by a tenant (excludes licensees) that are not normally the responsibility of the landlord.

## **Standards expected upon finishing a tenancy/licence**

Before the tenant/licensee hands in the keys to their property the following standards are expected. Should this be adhered to, rechargeable costs are unlikely to be incurred.

The property should be completely cleared of all personal belongings and rubbish including:

- All furniture, carpets, white goods, curtains and blinds.
- All built-in cupboards, sheds, garages, roof spaces etc. must be cleared.
- All rubbish should be removed from the property including the garden and disposed of correctly.
- Any ponds created are removed and filled in.
- Any sheds or greenhouses that are in a poor condition must be removed.
- Any structural or other alterations that have been made without prior consent or done to an unacceptable standards must be removed.

Where acceptable alterations/installations have been made to the property by the tenant (such as the installation of a shower, shed or garage) these may remain in the property. Proof of permission for this work may be requested however. Where alterations/installations carried out are deemed acceptable there will be no recharge incurred to the tenant/licensee.

If permission was not granted and/or the alteration or installation is in a poor condition or in need of repair or replacement the tenant/licensee will be recharged for any works to rectify the problem if not rectified by the tenant/licensee before the end of the tenancy/licence.

In some situations the tenant may wish to leave carpets, curtains etc. If the council is satisfied with the cleanliness and standard of the items, discretion can be used as to whether or not the items can be left in the property.

Where the tenancy is terminated because of the death of the tenant any re-charges will be applied to the estate of the deceased.

## **Exceptional Circumstances**

Hinckley & Bosworth BC will assess each case individually depending upon circumstances. When assessing each case, account should be taken of:

- Whether a tenant has been a victim of racial and/or sexual harassment, domestic violence or anti-social behaviour and has a crime reference number
- Whether the tenant has reported an incident to the police and has been given a crime reference number (i.e. break in)
- Whether a tenant's vulnerability because of factors such as age, disability etc make it unreasonable for them to pay
- Where a tenant has died and there are insufficient funds in his or her estate to pay the recharge costs.

Waiving of recharge costs will be at the discretion of the Chief Officer or other delegated officer.