



1. Introduction

Babergh and Mid Suffolk District Councils are committed to providing a responsive and effective Housing repairs and maintenance service.

Both Councils are committed to ensuring that current properties are maintained to acceptable standards and meet or exceed the legal minimum Decent Homes standards regarding structure, repair, modern facilities and services and thermal comfort.

This document outlines the Council's Repairs and Maintenance Recharge Policy. The policy recognises that tenants have a responsibility to look after their home as laid out in the Tenancy Agreement.

The policy will ensure that there is a consistent and transparent approach to recharges, so ensuring the fair treatment of all our residents.

Within this policy, a Recharge can be defined as follows:

Where we charge the tenant, former tenant or leaseholder for work which is their responsibility under their tenancy agreement and not a result of normal wear and tear. Examples may include damage, neglect, non-compliance, or failure to meet the tenant's maintenance responsibilities which has resulted in additional costs for us.

2. Policy Overview

We will deliver 'Value for Money' services and ensure maximum and efficient use of maintenance budgets. We will be consistent and fair in the treatment of all tenants.

We will aim to raise recharges promptly and accurately with the minimum of administration costs.

3. Legal and Regulatory Framework

The rights and obligations of our residents are set out in the following:

- Housing Act 1985
- Housing Act 1988
- Equalities Act 2010
- Decent Homes Standard 2000
- Anti-social Behaviour, Crime and Policing Act 2014
- Tenancy Agreement
- Lease Agreement
- Garage lease agreement
- Complaints Policy

4. Policy Aims

- To maximise the resources available to allow investment in the provision of new council homes for those in housing need.
- To maximise the resources available to allow re-investment in our stock and to provide services to our customers.
- To avoid recharging where possible.
- To promote fairness.
- To ensure adherence to the tenancy agreement.
- To make clear tenant and staff responsibilities.
- To ensure tenant responsibilities are applied fairly to all tenants.

5. Recharges: End of Tenancy

Following the end of a tenancy, the property should be left in a well-maintained lettable standard with all belongings removed. All costs for repairs or replacement works required due to tenants' failure to meet their responsibilities under the tenancy agreement will be recovered in full.

We aim to undertake a property pre-inspection prior to the end of tenancy, any rechargeable works will be identified and photographed during this inspection and the tenant will be informed that a recharge will be issued where possible. The tenant will have the opportunity to rectify the identified works before the end of tenancy. Any outstanding works identified will be subject to a recharge. Where a pre inspection is before the tenancy end is not possible rechargeable works will be identified and evidenced during empty property (void) works.

Example end of tenancy (void) recharges:

- Accidental or Deliberate Damage
- Property & Garden Clearance
- Garden Vegetation Clearance
- Kitchen & Bathroom Repairs or Replacement due to Damage
- Unauthorised tenant alterations-the cost of restoring the property to its original state will be recharged.

6. Recharges: Day to day Repairs

We will maintain and repair all areas as outlined in your tenancy agreement.

A repair can be reported through our website:

<https://www.babergh.gov.uk/request-a-repair-or-a-change-to-your-home>
<https://www.midsuffolk.gov.uk/request-a-repair-or-a-change-to-your-home>

Or by telephoning our Customer Services team 0300 123 400. At this point the tenant may be informed that the job is rechargeable and can decide whether to go ahead with the repair.

Repairs that may result in a recharge are as follows:

- Where the repair is the responsibility of the tenant.
- In the case of an emergency repair reported out of hours which is found to be a non-emergency, a standard call-out fee of £125* will be recharged.
- Repairs reported as an emergency where our operatives were unable to gain access, a standard failed appointment charge of £50* will be recharged.
- Where tenants fail to be present for any agreed and confirmed appointments a standard callout charge of £50* will be recharged if the appointment is not cancelled 24 hours in advance.
- Accidental damage.
- Damage caused by Anti-Social Behaviour.
- Unauthorised alterations where the tenant has been refused permission or has been given permission but whose work does not meet our standards or conditions, the tenant will have to reinstate the property to its original condition.
- Removal of garden shrubs and trees.
- Removal of garden rubbish.
- Clearance of hoarding.
- Garage Clearance costs and lock changes.
- Mutual exchanges- In an exchange, tenants pass responsibility for the tenancy and home to another tenant and there is no break in the tenancy. This means that the responsibility to put right any tenancy breach (damaged fittings, poor decorative order, rubbish, garden clearance etc) is also passed on.
- Excessive condensation damage and mould growth caused as a result of tenant's failure to adequately ventilate and maintain the property

Under the terms of the tenancy agreement the tenant is responsible where damage is caused by a third party such as a household member or visitor.

7. Criminal Damage

If a tenant reports a repair caused through criminal damage, the tenant will still be recharged for any repairs carried out. All costs incurred will be due on demand and the tenant should then claim the costs back through their insurance Policy or through the courts should there be an arrest for this crime by advising the police of the costs incurred.

Note: The police will give a crime reference number when an alleged crime is reported. Having a crime reference number does not in itself prove criminal damage.

There could be exceptions to this rule if the damage is caused because of anti-social behaviour. This would be for the Housing Officer to investigate further to determine liability.

8. Repayment

Where possible all costs for day-to-day rechargeable repairs will be recovered in full and payable in advance. There may be possible exceptions to this for emergency works required for Health & Safety reasons, or where failure to undertake would cause further damage to the structure of the property and/or the adjoining property.

Where not possible to charge in advance we will inform the tenant in writing that a recharge is due. The tenant will be given 14 days to respond.

Chargeable repairs are based on current national schedule of rates for repair costs and will cover materials and labour or the actual cost of the work as applicable.

An Administration fee of 15% of the recharge will be added to the total costs.

Once all the work has been completed, an invoice will be raised and sent to the tenant. This will be subject to our repayment terms of 14 days from the date of issue. Payment arrangements can be authorised through our Finance team and are subject to review. Where no payment is received within the 28-day payment period, the matter will be dealt with in accordance with our debt recovery procedure.

Where appropriate any rechargeable repair costs will be deducted from refunds, compensation or rent refunds.

9. Equality and Diversity

Babergh and Mid Suffolk District Councils have an Equality and Diversity Policy, The Councils are committed to treating 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 application of this Recharge Policy, the Council will comply with their duties under the Equality Act 2010 including their public sector equality duty (section 149)

10. Review of the Policy

The policy will be reviewed every three years.

*Subject to annual inflationary increases.

11. Appendices

1. <https://www.babergh.gov.uk/request-a-repair-or-a-change-to-your-home>
2. <https://www.midsuffolk.gov.uk/request-a-repair-or-a-change-to-your-home>
3. <https://www.babergh.gov.uk/w/repair-responsibilities>
4. <https://www.midsuffolk.gov.uk/w/repair-responsibilities>
5. <https://www.babergh.gov.uk/compliments-comments-and-complaints>
6. <https://www.midsuffolk.gov.uk/compliments-comments-and-complaints>
7. <https://www.babergh.gov.uk/w/mutual-exchanges>
8. <https://www.midsuffolk.gov.uk/w/mutual-exchanges>
9. Recharge Advice Letter

10. Recharge Work Complete Letter



Version	Date	Author	Rationale
0.1	November 2023	Building Services Admin Team Manager	Revised Policy