



RECHARGES POLICY SUMMARY

2023

1 Introduction

- 1.1 This policy sets out Mid Devon Housing's (MDH) approach to the recovery of recharges. These are costs for any repairs/work that the Council have been required to carry out to a Council property following damage, unauthorised or non-compliant DIY, neglect, misuse or abuse by tenants, residents, members of their household, or visitors to their home, and leaseholders or the leaseholders tenants.
- 1.2 In addition, it covers the cost of clearing redundant possessions left when a property is vacated, any work carried out by MDH to repair or maintain the property that is the resident's responsibility, or any costs relating to non-statutory works requested by the tenant or leaseholder such as the Handyperson Scheme.

2 Policy Aims and Objectives

- 2.1 The main aims of the MDH Recharge Policy is to describe:
 - Under what circumstances we recharge tenants
 - When we would decide not to recharge a tenant
 - How to recover overdue chargeable repairs
 - To take fair but firm action to ensure that all debts relating to rechargeable repairs are collected to cover the councils costs
- 2.2 The council will be pro-active in preventing chargeable repairs by:
 - Keeping tenants fully informed throughout their tenancy regarding their responsibilities and obligations relating to rechargeable repairs

3 Tenant Responsibilities

- 3.1 Your tenancy agreement sets out what repairs you are responsible for and includes:
 - Repairs that become necessary because you damage items, whether by accident or deliberately;
 - For an installation, alteration or improvement that was not part of your property at the start of the tenancy, nor was later provided by us
 - For repairs or decorations that were the responsibility of the previous tenant where you have undertaken a mutual exchange
 - Where the Council has clear evidence that a defect or damage to any Council Property has been caused by Neglect, Misuse or Wilful Damage by the Tenant, or by members of the household including visitors to their home, the Tenant will be held

responsible and will be recharged for costs incurred. In extreme cases the Council will commence legal proceedings.

- Works carried out by a Tenant that do not meet an acceptable standard, the Tenant will be required to rectify the matter and make good any issue identified.
- Fire or flood that is caused through tenant action, or as a result of a faulty fitting or appliance for which the tenant is responsible, a recharge will apply, which in some cases will be capped at the landlord's insurance excess. This can include:
 - Chip pan fire
 - Candles
 - Overloaded electric sockets
 - Fire or flood caused as a result of criminal activity by a tenant or household member
 - Indoor smoking
 - Unattended baths

4 Other Recharges

4.1 Tenants will be charged for any costs incurred by the Council in:

- Replacing any lost or broken door entry key fobs or keys and for changing locks
- Storing Tenant's belongings following vacating the Council Property
- Removing graffiti and rectifying any damage
- Relation to vandalism to Council Property, where the Court has prosecuted the perpetrator or where the individual has admitted the damage
- Taking legal action where the Tenant has prevented us from carrying out our legal obligations
- Clearing items from communal areas
- Damage identified following routine property inspections
- Removal of trees or hedges which are not the Council's responsibility, if these are deemed to be dangerous or overgrown
- Tidying of gardens including shrubs and trees that have been neglected or are overgrown
- Wilful damage caused to the solar PV system where it is installed
- Use of the Council's Handyperson scheme to carry out specified works on the Tenant's behalf
- Damage caused by excessive hoarding of items within the property/land
- Clearing dog fouling
- Garage or garage ground rent plot evictions (to include clearance costs and lock changes)
- Damage to car parking areas and the removal of unauthorised vehicles
- Removing abandoned or non-roadworthy vehicles
- Damage to fences and gates owned by the Council
- Damage to the structure of the building
- Attending a power failure caused by blown light bulbs or faulty appliances

- Attending a blocked waste where the Tenant has not tried to clear it themselves, or where the cause of the blockage is deemed to be through neglect or misuse
- Removing rubbish or items left at the property/land on ending a Tenancy Agreement
- Damage to communal TV aerials
- Excessive cleaning required to a property/land due to neglect
- Emptying septic tanks and associated costs, such as administration costs
- Unnecessary water damage caused to a Council property where a Tenant has failed to report it to the Council, refused to turn the stop tap, or refused access to remedy a leak
- Carrying a gas safety check as a result of two or more Tenants wishing to undertake a mutual exchange
- Carrying an electrical safety check as a result of two or more Tenants wishing to undertake a mutual exchange
- Any other circumstances that cause an unreasonable cost to the Council

5 Exceptions

- 5.1 The Council reserves the right to waive the cost of a recharge in exceptional circumstances; however this will be at the Council's discretion.
- 5.2 If damage is caused to the property as a result of domestic abuse actions or antisocial behaviour, the Tenant will be advised to report the incident to the Police to obtain a valid crime reference. The Tenant may not be recharged, but the third party, where known, will be pursued for the damage. Crime references will be followed up, and if the police find that damage was not caused by criminal action, the recharge will remain with the Tenant.
- 5.3 Also, when considering raising any recharge, the Council will take into account any protected characteristics as defined within the Equality Act 2010 of a Tenant.