



Recharge Policy

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POLICY SUMMARY

EPIC Housing will maximise the recovery of monies owed to us from current and former tenants because of wilful neglect and damage to a property or a breach of the tenancy agreement which has resulted in repairs being carried out that are not due to fair wear and tear.

1. APPLICABILITY

The Policy applies to:

- Tenants and residents.

2. INTRODUCTION

- 2.1. A key activity of the organisation is to maintain our housing stock to the highest standard possible by effectively managing repairs and maintenance budgets using the rent we collect.
- 2.2. We recognise that most tenants act responsibly and maintain their homes to a satisfactory standard. However, on occasion, circumstances lead to repairs being required which are the tenant's responsibility.
- 2.3. We may ask for the cost of non-emergency rechargeable repairs to be paid for in advance of the work being carried out.
- 2.4. It is unreasonable to expect tenants who look after their homes to share the cost of repairs caused because of wilful neglect or damage and consequently tenants who do not look after their homes will be asked to pay these costs; these are called rechargeable repairs.

3. CONTEXT

- 3.1. For the purposes of this policy a recharge is defined as:
"Any reasonable financial cost EPIC Housing incurs that is caused by a wilful act, or neglect of, or accidental damage by, a tenant or member of their household or visitors."
- 3.2. In most cases a recharge will refer to a rechargeable repair, however, examples of all recharges include:
 - Repairs or other remedial work we have carried out or need to carry out, to make good any damage caused to our properties, and which has been caused by the tenant, member of their household or visitor. This will include property health & safety and void repairs.
 - Removal and clearance of any items and goods which are not the landlords responsibility, this includes non-standard fixtures and fittings unless agreed with EPIC Housing first.
 - Repairs we need to carry out which are listed as the tenant's responsibility in the tenancy agreement or, in the case of leaseholders, in the terms of the lease.
 - Any insurance claim excess, where we make an insurance claim for repairing/replacing fixtures and fittings or making good the structure and exterior of the property, and where the damage arose through the tenant's (or their household members or visitor's) wilful act or neglect.

- EPIC Housing may not recharge a tenant for incidents of criminal damage involving domestic violence, where the perpetrator is no longer residing at the property and a crime reference number is provided.

4. STATEMENT OF INTENT

- 4.1. This policy describes the circumstances under which we will seek to recharge a tenant, along with the actions we will take.
- 4.2. The aims of this policy are to:
- Demonstrate that causing deliberate or wilful damage or neglect to our properties is unacceptable.
 - Help protect our assets.
 - Maximise the income receivable and minimise the potential bad debt owed to us.
 - Identify circumstances where pursuing a recharge is neither appropriate nor financially viable.
 - Conduct 'pre-termination visits' where a tenant has given notice to end the tenancy. Staff will identify any potential recharges to the tenant and advise them to leave the premises in satisfactory condition when they move out.

5. EVIDENCE GATHERING:

- We will ask the tenant to complete a consent form agreeing to the works and payment before the works commence where it is practicable.
- Photographs taken at a home visit, void inspection, or other site visit (we may enclose copies of photographs with invoices/other enforcement letters sent to the tenant later).
- Witness statements completed by our staff, contractors or any third parties, which may be used as part of our debt recovery and enforcement procedure.
- Completed void inspection reports containing any relevant evidence to support our intention to recharge.

6. SUPPORTIVE MEASURES

- 6.1. We will provide supportive measures to reduce or prevent recharges that may include:
- Offering advice to tenants on e.g., seeking permission for carrying out alterations.
 - Signposting tenants who need to dispose of old furniture or large amounts of rubbish, to low-cost refuse collection providers.
 - We will also endeavour to involve any appropriate support groups or agencies, to help prevent a situation from recurring.
 - Where tenants are unable to clear the debt immediately a request to pay by instalments will be considered.

7. HEALTH AND SAFETY REPAIRS

7.1. For rechargeable repairs or remedial work of an 'emergency' priority, we may carry out the relevant work initially and recharge the tenant responsible later. Examples include:

- Gaining entry to a property to attend to a serious water leak caused by e.g., a faulty washing machine.
- Boarding-up a broken window or external door.
- Attending to major blockages to drains or toilets caused by a tenant's wilful act or neglect, or accidental damage.
- Making safe a gas or electrical fault caused by a tenant's wilful act or neglect, or accidental damage.
- Removal of offensive (including racist) graffiti.

8. DEBT RECOVERY

8.1. We will issue an invoice for the outstanding cost.

8.2. Other steps we may take are to:

- Serve a Notice of Seeking Possession (citing the relevant tenancy breaches), which may be followed by an application to Court to repossess the property.
- Serve a Notice Requiring Possession ('Section 21 Notice' – for Assured Shorthold Tenants only).
- Where appropriate, report any damage caused to the Police as a criminal matter. If criminal charges are brought, this may result in EPIC Housing being awarded compensation and any convictions could assist us in taking legal action to recover any debt and/or repossess the property.

8.3. If the tenant does not pay or agree to pay the outstanding balance, we may take one or more of the following actions:

- Use informal correspondence, e.g., text messages, telephone calls, home visits, to instruct the tenant to clear or make a suitable arrangement to clear the debt.
- Warn the tenant in writing that we will seek to recover the debt through the Small Claims Court and that non-payment will also put the tenancy at risk.
- Pursue further legal action where appropriate.
- Refer any outstanding balance to a debt collection agency if it is economical to do so.

9. APPEALS

9.1. An appeal against our decision to issue the recharge should be made in writing.

10. RESPONSIBILITIES

- 10.1. The roles and responsibilities for key stakeholders across EPIC is detailed below:
- It is the responsibility of the Director of Housing to monitor the overall effectiveness of this policy.
 - The Housing Manager is responsible for developing and implementing operational procedures to deliver the policy objectives.
 - The Finance Manager is responsible for the efficient and effective raising and issuing of invoices.

11. TRAINING

- 11.1. The Housing Manager will ensure that staff are trained in the operational requirements of enacting this policy and accompanying procedures.
- 11.2. We will publicise our criteria to tenants in advance and record feedback on the policy.

12. DATA VALIDATION, REVIEW AND MONITORING

- 12.1. Overall responsibility for ensuring compliance with this policy lies with the Director of Housing.

13. EQUALITY AND DIVERSITY IMPLICATIONS

- 13.1. An Equality Impact Assessment has been undertaken at the point this policy was updated and a copy can be obtained on request.
- 13.2. We are committed to ensuring and promoting equality of opportunity for all. We are opposed to discrimination on any grounds, including race, religion, gender, marital status, sexual orientation, disability, age, or any unjustifiable criteria. We are committed to developing a culture that values people from all sections of society and the contribution which each individual can make. We will ensure our approach to accessing properties is considerate to people's individual needs. We also adhere to the Equality Act 2010.
- 13.3. EPIC Housing recognises that some people experience disadvantage due to their socio-economic circumstances and will strive to ensure no person or groups of persons is treated with injustice due to their personal circumstances. EH will also ensure that all services and actions are delivered within the context of current Human Rights legislation and will make sure the central principles of the Human Rights Act (1998) will be adhered to.

14. MONITORING / REVIEW

- 14.1. This policy will be reviewed every 3 years. A review may be conducted earlier if there are significant changes to either legislation or EPIC's operating practices.

15.ASSOCIATED DOCUMENTS

- Tenancy Agreement Policy
- Customer Home Alterations Policy
- Repairs Policy
- Complaints Policy
- ASB & Enforcement Policy

Version Control

Date of Review	Reviewer	Version Number	Changes	Date of Next Review	Approved By
27.09.2023	Director of Housing	2.0	Minor changes and amendments to wording	October 2026	Executive Team