



Exeter City Council Housing Services

DRAFT
Recharges Policy
2025 – 2030

Policy Control Sheet

Version History

Version	Version Created	Date approved	Date for Review	Author/s	Approved By	Revised By

Contents

1. Introduction & purpose.....	2
2. Policy Objectives.....	3
3. Implementation of the policy	4
3.1 Repair obligations to tenants.....	4
3.2 Maintenance Obligations to Tenants	4
3.3 Right to Repair.....	4
3.4 Repair obligations to leaseholders	4
3.5 Tenant repairs responsibilities	5
4. Void Repairs.....	6
5. Financial Hardship	7
6. Review and Appeal Process.....	7
7. Performance Monitoring and Review	7
8. Charges	7
9. References	8
10. Other Documents linked to this policy	8

1. Introduction & purpose

- 1.1 Exeter City Council Housing Service (ECC Housing) undertakes repairs and maintenance works to our properties every year, so they remain in a safe condition. These works are mostly paid for from the rent payable through the Housing Revenue Account (HRA).

- 1.2 It is a requirement that the service represents value for money, and this must be demonstrated and shared with tenants so that they are able to scrutinise our spending.
- 1.3 It is important that we only spend money on legitimate repairs. However, it is sometimes necessary to charge tenants or leaseholders for a repair which falls outside of our responsibilities because of damage or neglect.
- 1.4 This policy details what our responsibilities are in providing a repairs service to tenants. It also clarifies our repair and maintenance responsibility towards our tenants and leaseholders.
- 1.5 The scope of this policy covers responsive repairs, void repairs, and repairs to the structure of leasehold properties.
- 1.6 It sets out when we will recharge our tenants and leaseholders for repairs to our properties.
- 1.7 It further details other recharges that can be made.

2. Policy Objectives

2.1 Our key priorities (from the Housing Strategy 2023-2027) are:

Priority 1: Enhancing Resident Experience

Priority 2: Providing the Right Homes in the Right Places

Priority 3: Providing Value for Money Services

Priority 4: Supporting our residents

Priority 5: Ensuring the Safety of our Homes and Residents

2.2 Within these priorities we have a number of key objectives for our tenants and leaseholders in respect of the way in which we respond to repairs and maintenance:

- Achieve and maintain the standards of living for our tenants and leaseholders
- Maximise our budget for repairs and improvements in our housing stock
- Use cost efficient methods to achieve the right balance of responsive and planned work
- Complete repairs within the timescales and to a high-quality standard
- Maximise the energy efficiency of our properties
- Ensure that our homes are in a safe condition.

3. Implementation of the policy

3.1 Repair obligations to tenants

We are responsible for maintaining our properties to minimum standards that are set out in the Decent Home Standard which is governed by law.

Generally, we are responsible for the maintenance, repair or replacement of;

- The building structure and any common areas e.g. roofing, walls, chimneys and communal staircases, lifts, door and door access systems.
- All fixtures and fittings (except light bulbs and toilet seats) that we provide including heating systems and appliances, smoke detectors, doors, windows, sanitary ware, plumbing, switches, sockets, guttering and drainage.

If any of the above has failed through defect or through fair wear and tear, we are responsible for carrying out a repair and/or making it safe.

3.2 Maintenance Obligations to Tenants

We have a duty to ensure that our homes are safe for our tenants to live in. We must, in accordance with the Gas Safety (Installation and Use) Regulations 1998 and subsequent revisions, arrange for an annual gas safety check to be undertaken for any home where gas is installed either for heating, cooking or both. We will also check tenant owned gas appliances to ensure they are safe.

3.3 Right to Repair

Certain repairs also governed by the right to repair. This means tenants can expect certain repairs to be undertaken within defined timescales. Whether a tenant has a right to repair depends on the tenancy type, but as a general rule, tenants with secure tenancies are covered by the right, whereas tenants with assured tenancies are not. Most of our tenancies are secure tenancies.

3.4 Repair obligations to leaseholders

3.4.1 Most leasehold properties exist because a flat in one of our blocks has been purchased under the Right to Buy scheme. Unlike tenants, our repairs responsibilities to leaseholders generally rest only in the maintenance of communal structures and services, and for this maintenance we recharge proportion of the cost to leaseholders as a service charge.

3.4.2 In addition to standard maintenance, in modern leases we also have the right to recharge for improvements, for example where we carry out structural improvements to a block such as a new roof or wall cladding. Where the total cost of each leaseholder exceeds £250, we are first obliged to undertake a consultation procedure under section 20 of the Landlord and Tenant Act 1985 (as amended) with all leaseholders in the block.

3.5 Tenant repairs responsibilities

3.5.1 Under the terms of their tenancy agreements, tenants are legally responsible for maintaining the internal decoration of their homes and keeping the property and grounds clean and tidy.

3.5.2 Tenants are also responsible for repairing any damage caused to the property, grounds and communal areas if this has been caused by the tenants, their family, householders, friends or visitors (whether invited or not). This includes damage caused deliberately or unintentionally. We will make a charge for the cost of such repairs including: (see also 3.53 below)

- Accidental or deliberate damage by tenant, their family, pets or other visitors to the home (in exceptional circumstances and a Police Crime Reference number is provided we may waive this)
- Unproven vandalism
- Clearance of properties that are excessively dirty, infested or have drug paraphernalia
- Unauthorised alterations or improvements
- Clearance of fly-tipping on our land
- Abortive callouts where the appointment has been arranged and a cancellation request has not been received
- Replacement of lost keys or door entry fobs
- Those that are revealed following a mutual exchange
- Clearance of property /gardens at tenancy end (see also Section 4 below)
- Removal and disposal of items left in communal areas in contravention of our Clear and Safe policy on escape routes.

3.5.3 A recharge will not be sought for any damage caused to the home of a tenant by someone behaving in a racist or anti-social way or due to domestic abuse, where these incidents are reported to ECC Housing, however we will seek to pursue the costs from an identified perpetrator.

3.5.4 A recharge may not be made to someone who has a vulnerability including tenants who are disabled and live alone, we will refer to our Housing Residents' Vulnerabilities Policy which details what will be considered.

3.5.5 If the property is not maintained to an acceptable standard, either through damage or neglect (such as large amounts of rubbish in the grounds or having an overgrown garden) tenants are required, under the terms of their tenancy agreement, to put the situation right.

3.5.6 Tenants have the option of using an external contractor or can carry out the work themselves; whichever option is chosen, the work must bring the property to a standard acceptable to us, otherwise this will be in breach of the tenancy agreement and other conditions.

3.5.7 Any replacements of doors, windows, units or other fixtures or fittings must be on a like-for-like basis, consent must be requested for this.

3.5.8 Works such as those covered by legislation for example where asbestos could be disturbed or electrical or gas works, must be repaired by suitably qualified operatives and appropriate certificates obtained.

3.5.9 If the repairs carried out by a tenant are not to our required standards, we are entitled to carry out the work and claim compensation from the tenant as a recharge.

3.6.0 Repeated compensation claims of this type may risk the future of the tenancy.

3.6.1 Tenants must, in accordance with their tenancy agreement, ensure that they permit any compliance checks to be undertaken. Any costs associated with the refusal to allow access will be re-charged to the tenant.

3.6.2 We will follow our detailed procedure for informing tenants about possible recharges when a repair is reported and it is evidently not fair wear and tear.

3.6.3 Tenants who are decanted and housed under a Decant Licence Agreement are also subject to these obligations.

4. Void Repairs

4.1 At the end of a tenancy, the tenant must leave our properties clear of all rubbish and in a good state of repair and any damage made good. Gardens must also be left in a tidy condition, which includes the removal of any unauthorised sheds or greenhouses.

4.2 A pre-void visit of the property will be carried out which will identify any aspects of disrepair which may be the tenant's responsibility.

4.3 If any defects are not remedied prior to the end of the tenancy, or if the work is not of a satisfactory standard, we will undertake the works after the tenant has

vacated the property. The cost of such repairs will be claimed from the outgoing tenant.

4.4 If a tenant dies and the tenancy is ended, it is expected that those responsible for the late tenant's estate should ensure that the property and garden is emptied of all belongings and rubbish. We may make a re-charge against the estate if we need to undertake clearance of the property.

4.5 A detailed set of moving-out standards has been drawn up in conjunction with our involved tenants.

5. Financial Hardship

5.1 We will follow our Debt Collection Policy and associated detailed procedure for the recovery of monies owed to the Council in respect of a rechargeable repair.

6. Review and Appeal Process

6.1 If tenants are not happy with the recharge requested, they have the right to appeal. Tenants also have the option to take advice from an independent source such as the Citizens Advice Bureau, Law Centre or Solicitor. At any time, they can use our dedicated Housing Complaints Service.

7. Performance Monitoring and Review

7.1 To ensure we maintain high service standards, we will monitor effects of the rechargeable repairs policy as follows:

- ✓ Number of rechargeable repairs (responsive and voids)
- ✓ Cost of rechargeable repairs
- ✓ Income received from rechargeable repairs (recover rate)
- ✓ This policy is reviewed by tenants and will be reviewed by tenants when updated or if legislation changes.

7.2 This information will be shared with our Tenants' Voice Group and the Council Housing and Development Advisory Board (CHADAB) who have oversight of the service we provide.

8. Charges

8.1 Charges for any of the costs incurred will be based on a guide price which is attached to our Recharge Procedure and will be updated regularly to reflect actual costs incurred.

9. References

Legal duties and statutory requirements:

Social Housing (Regulation) Act 2023

Equality Act 2010: guidance - GOV.UK (www.gov.uk)

Tenant Involvement and Empowerment Standard - GOV.UK (www.gov.uk)

The Housing Ombudsman's Complaint Handling Code

Gas safety (installation and Use) Regulations 1998

The Control of Asbestos at Work Regulations 2006

Building Regulations

Commonhold and Leasehold reform Act 2002

Defective premises Act 1972

Housing Act 2004

Public Health Act 1961

Health and safety at work Act 1974

Landlord and Tenant Act 1985

Decent home Standards

Regulator of Social Housing Consumer Standards

10. Other Documents linked to this policy

Tenants' Handbook

Rechargeable Repairs Procedure

Recharge consent form

Void Policy

Responsive Repairs Policy

Debt Management Policy

Code of Conduct for Contractors

Housing Residents Vulnerabilities Policy

Housing Domestic Abuse Policy

Housing Anti-Social Behaviour Policy

Housing Complaints Policy

Decant Policy and Procedure