

# RECHARGE POLICY

## 1. INTRODUCTION

ISHA aims to deliver an effective and efficient repair and maintenance service both inside our residents' homes and communal areas, that makes the best use of available resources. We have a duty to deliver a fair and equitable service to all our residents, and integral to this approach is the need to ensure that tenants and leaseholders are recharged for works for which they are responsible for.

This policy applies to all tenures. Where the policy refers to leaseholders it includes leaseholders and shared-owners. Where the policy refers to tenants it includes all tenancy types e.g. Assured, Assured Shorthold, Secure etc. Where the policy refers to residents it refers to anyone living in the household or visiting regardless of whether they are the tenant or leaseholder.

It is a requirement of the tenancy agreement and the lease that tenants and leaseholders keep their property and communal areas in reasonable condition. When a tenant ends their tenancy, they must leave their property clean and tidy.

ISHA is not responsible for repairing damage which is not fair wear and tear and has occurred through neglect, or willful damage by the tenant, leaseholder, other residents, or their visitors.

Leaseholders are responsible for carrying out repairs within their home as set out by their leases, and tenants have a responsibility to carry out minor repairs within their homes such as renewing toilet seats, unblocking wastes, etc. See Appendix 1.

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All residents are also responsible for disposing of all rubbish and waste in the proper manner, using the system that is provided for their estate/block and must not leave rubbish lying around in communal areas.

## 2. AIMS

ISHA will implement a consistent and transparent approach to recharging tenants and leaseholders for repairs or services which are their responsibility. This is so that we manage funds effectively, and ensure that residents who maintain their homes and communal areas do not subsidise those who are less responsible and in so doing improve customer satisfaction..

ISHA will not carry out minor repairs or services which are not our responsibility, or are caused by resident damage, neglect or mis-use unless the tenant/leaseholder pays the full cost of the repair or service in advance. The exception to this rule is where the failure to complete the repair or service will or may result in a health and safety risk for the resident/s or a member of the public. In these cases, the repair/service will be completed by ISHA and the invoice sent to the tenant/leaseholder on completion.

## 3. DETAILS

### Rechargeable Repairs (Tenants Only)

ISHA will seek to recharge a tenant for any repairs within their homes which fall into the following categories:

- Where a repair falls into the category of the of the tenants' responsibility and the tenant has not completed the repair, and it is deemed necessary for the repair to be carried out.
- Where the tenant has carried out a repair, but it has not been completed to an acceptable standard and ISHA deem it necessary for the repair to be carried out
- Where a tenant has carried out a home improvement with or without ISHA's consent and it has not been carried out to a satisfactory standard and/or it breaches the terms of the tenancy, local area agreement or planning/building regs and ISHA deems it necessary to reinstate the property to its original condition, e.g. poorly fitted kitchens, addition of lean-tos, loft conversions, fitting of laminate flooring etc.
- Where it is necessary for ISHA to carry out repairs following wilful damage e.g. holes in walls and doors.

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- Where a repair is necessary because of residents negligence e.g. blocked waste pipes or outlets due to build up of grease and food or flushing items other than toilet paper in the toilets.

A repair is not rechargeable, if it is the landlord's responsibility or is necessary through fair wear and tear.

### **Communal Areas**

ISHA will seek to recharge a tenant or leaseholder for any repairs or services required in communal areas which did not occur as a result of normal wear and tear. This includes but it not limited to:

- Clearance of large items of furniture or any bulky waste which is left in communal areas, including inside and beside refuse stores.
- Removal of any vehicles which are abandoned on ISHA estates. This may include the cost of applying for owner details from the DVLA
- Removal and storage costs of items left in communal areas
- Repairs as a result of wilful damage or misuse of ISHA's property, such as damage to refuse bins and estate furniture.

### **Gardens**

Tenants who fail to maintain their gardens and which are deemed to be causing environmental issues will be given 28 days' notice to carry out the required level of maintenance work after which ISHA will carry out the works and tenants will be recharged. Where there are mitigating circumstances arising from a tenants' vulnerability, charges can be waived where authorised by either the Head of Repairs & Asset or the Head of Housing Management.

Where a leaseholder fails to maintain their gardens and it is deemed as an environmental risk, this will be reported to the local authority to be dealt with under the environment and public health regulations.

### **Voids**

When a tenant moves out, if the property including the garden or balcony are not left clean, tidy, and clear of personal possessions ISHA will recharge the outgoing tenant for any remedial work, including removal of rubbish and personal possessions and garden clearance. We will also recharge the outgoing tenant for any damage which is not normal wear and tear or within the landlords repairing reasonability.

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## Payment

Where possible the tenant/leaseholder will be informed of the cost of the work prior to them being completed. However, in an emergency this may not be possible.

ISHA will recharge the actual costs for the work upon receipt of the invoice from the contractor or service provider and an administrative fee of 20% will be added to the costs.

The tenant/leaseholder will be issued with an invoice which is payable within 30 days. If the tenant/leaseholder cannot pay the invoice in full, then they will need to contact ISHA within 10 days of the date of the invoice to discuss alternative repayment arrangements.

ISHA will take appropriate action to recover any unpaid debts which could include taking legal action in the County Court.

## Tenancy / Lease Breaches

ISHA will take legal action under the terms of the tenancy or lease against tenants /leaseholders who continue to cause wilful damage to their home or our estates. This could ultimately lead to the tenant/leaseholder being evicted from their home.

## 4. HEALTH AND SAFETY

When applying this policy staff should ensure that they check the Customer Alert Register prior to carrying out any visits or property inspections.

At all times staff will adhere to the organisation's lone working policy where site visits or visits to residents' homes are required.

## 5. EQUALITY AND DIVERSITY

We recognise that some residents may not be able to fulfil their responsibilities as a tenant /leaseholder due to their vulnerability. When deciding whether to recharge we will take into consideration their age, disability and any other vulnerability which may prohibit them from fulfilling these responsibilities.

If wilful damage is caused during an incident of domestic abuse, ISHA will not recharge the tenant/leaseholder if they are the victim.

## 6. TRAINING

All staff in the Housing & Neighbourhoods department will receive training/briefing on the use of this policy.

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## 7. DATA PROTECTION CONSIDERATIONS

ISHA will ensure that we comply with data protection principles in the enforcement of this policy. We will only process personal data once the data subject has given their consent.

## 8. STATUTORY AND REGULATORY FRAMEWORK

Housing Act 1985

Housing Act 1988

Environmental Protection Act 1990

## 9. MONITORING

We will keep a record of all tenant recharges and monitor them against this policy from time to time to ensure that it is being applied fairly

## 10. REVIEW

This policy will be reviewed every 3 years or sooner if there are any changes in legislation or our associated policies which may impact on this.

## 11. ASSOCIATED DOCUMENTS

- ASB policy
- Domestic Abuse policy
- Repairs policy
- Health & Safety policy
- Lone Working policy
- Income Recovery policy

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**Appendix 1****Tenant Responsibilities****Kitchen**

- Any appliances you own, including washing machines and dishwashers including wastes, supply pipework and vents for washing machines, dishwashers and tumble dryers
- Sink chains and plugs
- Any taps fitted by you
- Unblock waste pipes from sinks, baths or toilets
- Repairing and replacing kitchen cupboards (unless caused by fair wear and tear)
- General cleaning and surface maintenance

**Bathroom**

- Shower curtains
- Vanity cabinets or mirrors
- Toilet roll holders
- Any fitting you have installed such as over-bath driers
- Bath and sink chains and plug
- Showerheads
- Toilet seats
- Unblock waste pipes from sinks, baths or toilets.
- Repairing and replacing bathroom cupboards (unless caused by fair wear and tear).

**Smoke Detectors**

- Replacing batteries in battery operated smoke detectors

**External walls, windows and doors**

- Glazing if you, your family or visitors have caused damage
- Conservatory or lean to constructed by you
- Keep your home clean and properly decorated.
- Replace lost or stolen keys and changing locks if you are locked out.
- Replacement FOBs for door entry systems
- Replacing existing or fitting extra locks, doorbells, letterboxes, spy holes, door knockers and replacing light bulbs
- Repairing or replacing inside doors and door frames, skirting boards, shelves and bath panels
- Replacing handles, locks and catches on all internal doors and cupboards

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**Condensation**

- Wash down mould growth, mildew, limescale and grease build-up within your property
- Mitigate the build up of moisture in the property and keep it well ventilated

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