

Recharge Policy

Stevenage Borough Council

[2025 - 2027]

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1. Purpose

- 1.1 The purpose of this Policy is to ensure that all staff and tenants and leaseholders of Stevenage Borough Council (SBC) understand the recharge process and are equipped with the necessary information to support its fair and consistent implementation.
- 1.2 This Policy outlines the principles that guides SBC's approach to recovering operational costs that fall outside of SBC's core responsibilities as a landlord. It ensures that these costs are recovered in a manner that is transparent, reasonable, and equitable to all residents.
- 1.3 The Council recognises that the vast majority of tenants, former tenants, leaseholders and licensees understand and uphold their responsibilities and will look after their home. However, there are a small number of residents who do not value their homes or take responsibility for ensuring they comply with their tenancy/lease/licence agreements relating to property standards. This Policy provides for these instances and enables the Council to recharge residents who do not comply, and this helps to keeps rents and service charges as low as possible.
- 1.4 A recharge, within the context of this Policy, refers to the reasonable costs incurred by SBC when:
 - A resident completes unauthorised alterations and fails to carry out necessary reinstatement works,
 - Works are completed to an unacceptable standard,
 - Properties and gardens are not kept in good repair or wilful damage is caused
 - Rubbish or personal items are abandoned on SBC property
 - Access to properties is denied and SBC is unable to fulfil legal obligations or housing management functions
- 1.5 Recharges differ from service charges, which are shared among multiple residents as part of standard tenancy costs under SBC's Rent Setting and Service Charge Policy.
- 1.6 This policy applies equally to both the Housing Revenue Account (HRA) and the General Fund (GF), ensuring that all income due to SBC from recharges is accurately recovered, appropriately accounted for, and supports the financial sustainability of both arms of the Council's operations.

2. Scope

2.1 This Policy outlines Stevenage Borough Council's approach to the recovery of recharges to all properties and communal areas owned or managed by SBC, including:

- General needs and independent living housing,
- Leasehold properties,
- Temporary accommodation,
- Garages.

2.2 It applies to all residents, regardless of tenure type, and should be read alongside the relevant tenancy, lease, or licence agreement.

2.3 Rechargeable works may be identified in:

- Occupied properties,
- Properties vacated without formal termination,
- Properties where the tenancy ended correctly, but repairs or clearances are still required.

SBC may seek to recover costs from former tenants, including through legal channels where necessary.

3. Legal Framework

This Policy is underpinned by key legislation and regulatory standards, including but not limited to:

3.1 Regulatory Standards:

Regulator of Social Housing – Consumer Standards:

- Home Standard
- Neighbourhood and Community Standard
- Tenant Involvement and Empowerment Standard

Economic Standards:

- Governance and Financial Viability Standard
- Value for Money Standard

3.2 Legal Framework:

Housing Law:

- Housing Act 2004
- Landlord and Tenant Acts 1985 & 1987
- Homes (Fitness for Human Habitation) Act 2018

- Housing and Urban Development Act 1993
- Mobile Homes Act 1983

3.3 Equality & Social Justice:

- Equality Act 2010
- Anti-social Behaviour, Crime and Policing Act 2014
- Localism Act 2011

3.4 Data Protection:

- Data Protection Act 2018
- General Data Protection Regulation (GDPR)

3.5 Other Relevant Legislation:

- Bribery Act 2010
- Environmental Protection Act 1990
- All applicable Health & Safety and Building Regulations

4. Equalities

Under the Equality Act (2010) the Council has a legal duty to fulfil the requirements of the Public Sector Equality Duty (PSED). Through this duty, the Council will carry out its functions in a way that:

- a) Removes discrimination, harassment, victimisation and any other conduct that is unlawful under the Equality Act (2010)
- b) Promotes equal opportunities between people who have a protected characteristic(s) and those who don't
- c) Encourages good relations between people who have a protected characteristic(s) and those who don't

Further information on the Council's fulfilment of the PSED is set out in the Equality, Diversity and Inclusion (EDI) Policy (2022) which is applicable to all employees of the Council, Councillors and contractors or suppliers who provide services on behalf of the Council.

5. Data Protection

The Council regards respect for the privacy of individuals and the lawful and careful treatment of personal information as very important to its successful operations and to maintaining confidence between the Council and those with whom it carries out business. The Council will ensure that it treats personal information lawfully and proportionately as set out in the General Data Protection Regulation (GDPR) and Data Protection Act (2018).

The Council's principal aim is to ensure that all personal data processing carried out by the Council, or on its behalf, complies with the seven data protection principles and other key legislative requirements. For further information on the Council's approach to handling information please see [the Data Protection Act web page](http://www.stevenage.gov.uk) at www.stevenage.gov.uk

6. Policy

6.1 All tenancy, leasehold and licence agreements contain clauses setting out both the landlord's and the resident's obligations or agreements. Resident obligations are covered by clauses dealing with the use of the premises, condition of the property and external areas, rubbish, nuisance and damage, amongst other obligations. It is a residents' responsibility not to cause, or allow to be caused, damage and to make good any damage to the landlord's property, whether caused by neglect, wilful damage or misuse (including accidental damage) by the resident themselves or a person or pet occupying or visiting the property. This includes damage to the individual dwelling, property structure, internal and external communal areas.

6.2 This Recharge Policy is designed to address the full range of circumstances where recharges may apply.

6.3 Resident Responsibilities

All tenancy, licence, and lease agreements outline resident obligations related to:

- Proper use and maintenance of the property and communal areas.
- Avoiding damage to fixtures, fittings, and structure.
- Keeping the property clean, safe, and free from nuisance.
- Allowing access for the Council to fulfil legal obligations, such as routine repairs and gas servicing, or to perform housing management functions.

Residents are responsible for ensuring damage is not caused by themselves, members of their household, or their visitors. If damage occurs, residents must restore the property or will be recharged for SBC's cost of reinstatement.

6.4 When Recharges May Apply

Recharges will be applied in the following circumstances, including but not limited to:

- **Damage caused by the resident**, household member, pets or visitors (intentional or accidental),
- **Failure to maintain or repair items** the resident is responsible for,
- **Property not returned in lettable condition** upon vacating (e.g., personal items left, rubbish, damage),
- **Clearance of gardens, sheds, outhouses, storage cupboards and garages**

- **Missed appointments** with contractors or maintenance staff without reasonable notice,
- **Misuse of emergency repairs service**, including false emergency reports,
- **Unauthorised alterations** to the property or removal of fixtures,
- **Rubbish/furniture abandoned** in the property, garden, or communal areas,
- **Vehicle abandonment** on SBC land,
- **Legal or enforcement action** needed to gain access to property,
- **Failure to allow access** for inspection or repair after repeated appointments.
- **Replacement** of lost and stolen keys or key fobs and lock changes
- **Removal and storage** of goods at the end of a tenancy

Where possible, SBC will notify the resident in advance of any potential recharge and provide a cost estimate before works proceed. A declaration will be sent to residents for signing, agreeing to cover costs.

Recharges may also be applied to non-tenants who cause damage to SBC property, including unauthorised occupiers, squatters, or individuals identified in anti-social behaviour cases.

6.5 **Recharge Costs and Administration**

All recharges are based on actual costs incurred by SBC, using the National Housing Federation Schedule of Rates or, where needed, bespoke contractor quotes. A 12% administration fee is added to all recharges to cover internal processing. Charges apply from both internal SBC teams and external contractors. SBC is committed to delivering value for money through competitive procurement.

6.6 **Missed Appointments**

If a resident misses an agreed repairs appointment with no reasonable notice, SBC may apply a recharge at the current standard rate. Appointments are:

- Scheduled in consultation with residents
- Confirmed in writing and via SMS reminders

6.7 **Vacated Properties**

If a resident is due to vacate a property, however SBC identifies at a pre-void visit that the property is not in a lettable condition, SBC may:

- Refuse or delay transfers until the property is remedied,

Where a tenancy ends correctly but issues remain, SBC may still apply recharges and pursue recovery, even if no forwarding address is provided.

Items that will be recharged for when the property is vacated include;

- Cleaning, disposal, internal clearance, or repair costs.
- Unauthorised alterations and structural damage
- Clearance of sheds, outhouses, store cupboards and garages
- Removal of flooring, this includes but not exhausted to wooden/laminate floor carpet etc
- Replacing of electric showers installed by the resident back to the original fitting
- Replastering/redecorating if in poor condition due to the resident
- Clearance of gardens
- Replacing of fixtures and fittings that have been damaged or removed

6.8 Emergency Callouts

SBC reserves the right to recharge residents who use the out-of-hours emergency repair service for issues that are not genuine emergencies, as defined in the Repairs & Maintenance Policy.

6.9 Damage

Where damage has been caused, SBC may require the resident to reinstate the damage within a realistic timeframe as an alternative to a recharge being applied. If the resident is not able to or fails to reinstate the damage within the timeframe, SBC will carry out the works and recharge the resident in line with this Policy. All works carried out must be in line with health and safety legislation and required standards which align with the Lettable Standard.

6.10 Criminal damage

Where a recharge is a result of criminal damage by a resident, occupier or visitor to the property and this is proven, the costs of remediation will be treated as a recharge under this Policy.

Where repairs are required because of a break-in or vandalism, the incident must be reported to the Police and a Police crime reference number obtained (not a log number/incident number), otherwise a recharge may apply.

If damage has occurred, residents may be offered the opportunity to repair it themselves within an agreed timescale, if not completed to an acceptable standard or within the timeframe, SBC will carry out the work and apply a recharge.

Resident Repair Responsibilities

6.11 Repairs Residents Are Responsible For:

- Replacing lost keys or gaining access when locked out,

- Installing or repairing shelves, curtain rails, and radiator covers,
- Fitting or replacing draft excluders, padlocks, latches, and house numbers,
- Adjusting door and cupboard hinges and catches,
- Replacing light bulbs, fluorescent tubes, pull cords, and fuses,
- Resetting trip switches,
- Clearing blockages in sinks, toilets, pipes and drains,
- Replacing bath/sink plugs, toilet seats, and basin chains,
- Cleaning shower heads and managing condensation,
- Repairing minor cracks or holes in walls and ceilings,
- Replacing clothes posts, rotary dryers, and dustbins,
- Maintaining floor coverings installed by the resident,
- Decorating the interior of the home.
- Replacing of internal doors that have been damaged or removed
- Maintain and repair installations made by the tenant i.e. non-Council kitchen, bathrooms, spotlights, showers etc.
- Maintain boundary lines including fences and walls (unless reasonable wear and tear)
- Maintaining outdoor areas including shrubs, bushes, and trees
- Maintaining outhouses and sheds unless ownership is specified to SBC

Failure to complete these tasks, where reasonable, may result in a recharge if SBC is required to intervene.

Leaseholder responsibilities are included in each lease and leaseholders are responsible for damage and repairs defined within the lease agreement. This Policy also applies where SBC carries out repairs on their behalf and is entitled to recover any costs.

6.12 Examples of Rechargeable Repairs

Below are common examples where SBC may apply recharges:

- Replacing locks, keys, or door handles due to resident loss or damage,
- Repairing or replacing damage to internal or external doors, frames, or windows,
- Repairing or replacing broken glass (unless caused by a third party),
- Repairing damage to kitchen units, worktops, or bathroom fixtures due to misuse,
- Replacing damaged fencing or gates (where damage is resident-caused),
- Removal of furniture, rubbish, or personal items left in the property after tenancy ends,
- Using out-of-hours services unnecessarily (non-emergencies),
- Damaged furniture, fixtures or fittings due to negligence or failure to report issues,
- Refusing access to Council staff or contractors when legally required.

- Missing an appointment – details of applicable charges are included in the Repairs and Maintenance Policy.

SBC may also recover reasonable legal costs associated with entry enforcement or property abandonment.

6.13 When Recharges Will Not Apply

SBC will not apply recharges in the following situations:

- **Domestic abuse:** Where damage is caused by the perpetrator of domestic abuse (and not by the survivor/tenant), where evidence is provided.
- **Violent incidents:** Where damage occurs due to an external violent incident or hate crime,
- **Vandalism:** Where glazing, doors, or fixtures are broken by an unknown third party and a **valid police crime reference number** is provided.

Important:

Residents must:

- Report incidents without delay,
- Provide a crime reference number (not just an incident or log number),
- Cooperate fully with any SBC or police investigation.

6.14 Vulnerability and Financial Hardship

SBC is committed to applying the Recharge Policy fairly and with compassion and recognises that some residents may be vulnerable due to age, disability, illness, or personal circumstances, and or experiencing financial hardship or sudden life events.

6.15 Approach to Vulnerability

SBC's Vulnerable Residents Policy guides the approach taken. Vulnerable residents may include:

- Individuals under 18,
- Those needing care or support services,
- Individuals with difficulty managing daily tasks or their tenancy.

SBC will maintain up-to-date records on vulnerabilities, where they are known or have been disclosed and will ensure these are considered before applying any recharge.

6.16 Financial Hardship Support

In cases where residents are experiencing confirmed financial hardship or vulnerability, SBC is committed to providing support to ensure fair treatment. The following measures may be applied:

- Waive or reduce charges - SBC may waive or reduce recharges based on the resident's financial situation. Clear criteria will be established to determine eligibility for this support.
- Offer flexible payment plans - Residents facing financial difficulties may be offered flexible payment plans to spread the cost of recharges over a manageable period. This includes options such as direct debit arrangements.
- Signpost to support services and financial assistance - SBC will provide information and referrals to relevant support services and financial assistance programs to help residents manage their financial challenges.

If a leaseholder has limited financial means and works are required that are their responsibility, such as ensuring flat door (LH responsibility) is fire safe, the works could be undertaken by SBC if it is a matter of health and safety and the costs will be recharged.

6.17 Priority of Debts

If a resident owes multiple types of debt to SBC, rent and leaseholder service charge arrears/debt will be treated as the priority. Recharges debt will be addressed subsequently in line with debt recovery procedures.

Recharge Procedure

6.18 Notification

Residents will be informed of any potential recharge as soon as it is identified. This will include:

- A description of the issue and how it breaches tenancy or lease terms,
- A cost estimate (if known),
- Options for addressing the issue (e.g., self-repair, payment plans),
- A timeline for resolution.

If a resident does not resolve the issue themselves, SBC will arrange for works to be completed and issue an invoice for the costs incurred. A declaration form will be required to be completed by the resident and if payment cannot be made in full, an income and expenditure form will be completed so a payment arrangement can be made. This arrangement should be completed before any repair is completed; however this will not prevent SBC from carrying out works and recharging.

6.19 Invoicing

Invoices will clearly outline:

The reason for the recharge,
The cost breakdown

The administrative fee (12%) will be added if payment in full is not made.

The due date for payment,

Appeal options.

Charges are based on either The National Housing Federation Schedule of Rates, or external contractor quotes (for specialist or non-standard work).

Where applicable charges will be subject to VAT". It is shown on the fees and charges workings though

6.20 Payment Options

- SBC will offer a range of payment methods, including:
- Online payments via SBC's digital portal,
- Direct bank transfer,
- Telephone payments,
- Flexible repayment plans for residents in hardship, via a direct debit

6.21 Failure to pay

Failure to pay any recharges incurred during a stay in temporary accommodation or within a secure tenancy may be considered a housing related debt and could be determined as a breach of the occupancy agreement/conditions. This may be detrimental to a homeless application and may exclude the customer from Stevenage Borough Council homes in accordance with our Housing Allocations Policy.

Appeals and Disputes

6.22 Right to Appeal

Residents who wish to dispute a recharge may submit a formal appeal within 14 calendar days of receiving the invoice. The appeal must be made in writing (email or letter), including the recharge reference number, and must provide reasons for disputing the charge. Supporting evidence, such as police reference numbers, photos, or medical and support documentation, should be included where possible

6.23 Review Process

Appeals will be reviewed by a Head of Service who was not involved in the original decision. A written outcome will be provided within 20 working days. If the resident remains dissatisfied, they may escalate the issue via SBC's formal complaints procedure or refer the matter to the Housing Ombudsman.

7. Consultation

7.1 Who have we consulted with in the development of this Policy?

This Policy has been consulted on with the following teams in the development of the Policy.

Empty Homes Team
Resident Services Team
Temporary Accommodation Team
Repair Services
Income Services
Executive Housing Working Group

The Policy will be consulted on with tenants and leaseholders prior to being implemented.

Benchmarking has also taken place across other housing providers Recharge Policies to ensure this Policy is adhering to best practise.

8. Monitoring and Review

8.1 SBC will monitor the implementation of this Recharge Policy to ensure:

- Consistency in application,
- Fair treatment of residents,
- Recovery of appropriate costs to protect housing budgets.

The Policy will be reviewed every 2 years or sooner if there are significant changes in legislation, regulation, or SBC operations.

9. References and Resources

SBC Tenancy Agreement
SBC Leaseholder Agreement
SBC Licence Agreement
Repairs & Maintenance Policy
ASB (Housing) Policy

10. Abbreviations and Definitions

EDI	Equality, Diversity and Inclusion
GDPR	General Data Protection Regulation
PSED	Public Sector Equality Duty
SBC	Stevenage Borough Council

11. Appendices

None

12. Version History

Date	Outlined Amendments	Author
03/07/2025	Version 1	Simon Kiff
17/10/2025	Version 2	Kerry Clifford