

Babergh and Mid Suffolk District Councils Repairs, Compliance and Planned Works Recharge Policy



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Author	Head of DLO and Operations Head of Asset Investment and Compliance

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Kurdish	ئەگەر دەستەبەتێک تێم بەلەنگەنامەییە وەریگیردرێت یان پێویستێت بە شێوازێکی دەستگەشتن ھەبە وەک چاپی گەورە یان نووسینی نابینایان braille، تکایە پەیوەندی بکە بە 0300 123 4000، و بژاردەی 3 ھەڵبژێرە.
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Pashto	که چیرې ددغه سند ژباړه غواړئ یا یې لویې چاپې یا بریل بڼې ته اړتیا ولرئ، مهرباني وکړئ 0300 123 4000 ته زنگ ووهئ او 3 اېشن یا غوراوی وټاکئ.
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1. Introduction

1.1.Babergh and Mid Suffolk District Councils are committed to providing a responsive and effective Housing repairs and maintenance and Planned Service.

1.2.Both Councils are committed to ensuring that current properties are maintained to acceptable standards and meet or exceed the legal minimum Decent Homes standards regarding structure, repair, modern facilities and services and thermal comfort.

1.3.This document outlines the Council's Repairs and Maintenance, Compliance and Planned Service Recharge Policy.

1.4.The policy recognises that tenants have a responsibility to look after their home as laid out in the Tenancy Agreement.

1.5.The policy will ensure that there is a consistent and transparent approach to recharges, so ensuring the fair treatment of all our residents.

1.6. Within this policy, a Recharge can be defined as follows. Where we charge the tenant, former tenant or leaseholder for work which is their responsibility under their tenancy agreement and not a result of normal wear and tear. Examples may include damage, neglect, non-compliance, or failure to meet the tenant's maintenance responsibilities which has resulted in additional costs for us.

2. Policy Overview

2.1. We will deliver 'Value for Money' services and ensure maximum and efficient use of maintenance, Compliance and Planned Works budgets. We will be consistent and fair in the treatment of all tenants.

2.2. We will aim to raise recharges promptly and accurately with the minimum of administration costs.

3. Legal Framework

The rights and obligations of our residents are set out in the following:

- Housing Act 1985
- Housing Act 1988
- Equalities Act 2010
- Decent Homes Standard 2000
- Anti-social Behaviour, Crime and Policing Act 2014
- Babergh and Mid Suffolk Tenancy Agreement
- Babergh and Mid Suffolk Lease Agreement
- Babergh and Mid Suffolk Garage Lease agreement
- Babergh and Mid Suffolk Complaints Policy

Compliance Statutory and Regulatory Duties:

- Electrical Safety Council: 'Landlords' Guide to Electrical Safety 2009
- The Electricity at Work Regulations 1989
- Health and Safety at Work Act 1974
- The Gas Safety (Installation and Use) Regulations 1998
- The Water Supply (Water Fittings) Regulations 1999
- The IET Wiring Regulations 18th Edition (BS 7671)
- Fire Safety Act 2021
- The Building Safety Act 2022
- Regulatory Reform (Fire Safety) Order 2005
- The Smoke and Carbon Monoxide Alarm (Amendment) Regulations 2022
- Asbestos Regulations 2012
- Awaabs's Law

4. Policy Aims

- 4.1. To maximise the resources available to allow investment in the provision of new council homes for those in housing need.
- 4.2. To maximise the resources available to allow re-investment in our stock and to provide services to our customers.
- 4.3. To avoid recharging where possible.
- 4.4. To promote fairness.
- 4.5. To ensure adherence to the tenancy agreement.
- 4.6. To make clear tenant and staff responsibilities.
- 4.7. To ensure tenant responsibilities are applied fairly to all tenants.
- 4.8. Protect the tenants safety and health.
- 4.9. Protect the condition of our assets and infrastructure.

5. Recharges - End of Tenancy

5.1. Following the end of a tenancy, the property should be left in a well-maintained lettable standard with all belongings removed. All costs for repairs or replacement works required due to tenants' failure to meet their responsibilities under the tenancy agreement will be recovered in full.

5.2. We aim to undertake a property pre-inspection prior to the end of tenancy, any rechargeable works will be identified and photographed during this inspection and the tenant will be informed that a recharge will be issued where possible. The tenant will have the opportunity to rectify the identified works before the end of tenancy. Any outstanding works identified will be subject to a recharge. Where a pre inspection is before the tenancy end is not possible rechargeable works will be identified and evidenced during empty property (void) works.

5.3 Example end of tenancy (void) recharges:

- Accidental or deliberate damage
- Property and garden clearance
- Garden vegetation clearance
- Kitchen and bathroom repairs or replacement due to damage
- Unauthorised tenant alterations - the cost of restoring the property to its original state will be recharged

6. Recharges - Day to Day Repairs

6.1. We will maintain and repair all areas as outlined in your tenancy agreement and tenant handbook.

6.2. A repair can be reported through our website www.babergh.gov.uk/request-a-repair-or-a-change-to-your-home and www.midsuffolk.gov.uk/request-a-repair-or-a-change-to-your-home or by telephoning our Customer Services team 0300 123 4000. At this point the tenant may be informed that the job is rechargeable and can decide whether to go ahead with the repair.

6.3. Repairs that may result in a recharge are as follows:

- Where the repair is the responsibility of the tenant.
- In the case of an emergency repair reported out of hours, which is found to be a non-emergency, a standard call-out fee of £125.00* will be recharged.
- Repairs reported as an emergency where our operatives were unable to gain access, a standard failed appointment charge of £50.00* will be recharged.
- Where tenants fail to be present for any agreed and confirmed appointments, a standard callout charge of £50.00* will be recharged if the appointment is not cancelled 24 hours in advance.
- Accidental damage.
- Damage caused by Anti-Social Behaviour.
- Unauthorised alterations where the tenant has been refused permission or has been given permission but whose work does not meet our standards or conditions, the tenant will have to reinstate the property to its original condition or reimburse the cost of works required to reinstate the property to its original condition.
- Removal of garden shrubs and trees.
- Removal of garden rubbish.
- Clearance of hoarding.

- Garage Clearance costs and lock changes.
- Mutual exchanges- In an exchange, tenants pass responsibility for the tenancy and home to another tenant and there is no break in the tenancy. This means that the responsibility to put right any tenancy breach (damaged fittings, poor decorative order, rubbish, garden clearance etc) is also passed on.
- Excessive condensation damage and mould growth caused as a result of tenant's failure to adequately ventilate and maintain the property.

6.4 Under the terms of the tenancy agreement the tenant is responsible where damage is caused by a third party such as a household member or visitor.

7. Recharges - Abortive Service Visits

7.1 As a landlord, we have a legal duty to ensure that your home is safe. To do this, we carry out a number of safety checks on a regular basis. It is a breach of your Tenancy Agreement if you do not allow access to the property for these checks to be completed. We will recover any costs incurred for failed safety checks. This can include:

- Not allowing our contractors to complete the service whilst in the property.
- Not allowing our contractors to enter the property on the agreed appointment.
- Refusing to accept the service visit date at the property after agreeing the date with the contractor.
- Not having credit on the service meter to allow the planned service to proceed.
- Ignoring legal letters with contractor revisit dates.

7.2 Where tenants fail to meet their obligations in the above points, and not allow for the planned service to proceed, Babergh / Mid Suffolk District Council will recover costs associated with the preparation of a legal injunction. Where applicable, these costs will be recharged to the tenant for the sum of £365.00*.

8. Damage caused in relation to an injunction process

8.1 Repairs required to doors and/or locks during an injunction process will be recharged to the tenant.

9. Criminal Damage

9.1.If a tenant reports a repair caused through criminal damage or damage caused in relation to a police attendance at a property, the tenant will still be recharged for any repairs and or replacements carried out. All costs incurred will be due on demand and the tenant should then claim the costs back through their insurance Policy or through the courts should there be an arrest for this crime by advising the police of the costs incurred.

9.2.The police will give a crime reference number when an alleged crime is reported. Having a crime reference number does not in itself prove criminal damage.

9.3.There could be exceptions to this rule if the damage is caused because of anti-social behaviour. This would be for the Housing Officer to investigate further to determine liability.

10. Insurance

10. 1 The Council is only responsible for undertaking any necessary repairs to the building; tenants are strongly advised to take out a comprehensive contents policy to insure their private possessions and belongings. To find out more about contents insurance, visit www.midsuffolk.gov.uk/w/caring-for-your-home or www.babergh.gov.uk/w/caring-for-your-home

11. Repayment

11.1 Where possible all costs for day-to-day rechargeable repairs and replacements will be recovered in full and payable in advance. There may be possible exceptions to this for emergency works required for Health & Safety reasons, or where failure to undertake would cause further damage to the structure of the property and/or the adjoining property.

11.2 Where not possible to charge in advance we will inform the tenant in writing that a recharge is due. The tenant will be given 14 days to respond.

11.3 Chargeable repairs are based on current national schedule of rates for repair costs and will cover materials and labour or the actual cost of the work as applicable.

11.4 An Administration fee of 15% of the recharge will be added to the total costs.

11.5 Once all the work has been completed, an invoice will be raised and sent to the tenant. This will be subject to our repayment terms of 14 days from the date of issue. Payment arrangements can be authorised through our Finance team and are subject to review. Where no payment is received within the 28-day payment period, the matter will be dealt with in accordance with our debt recovery procedure.

11.6 Where appropriate any rechargeable repair costs will be deducted from refunds, compensation or rent refunds.

11.7 Where a tenant has refused entry to our contractors on the agreed planned service date and failed to allow access following our 10-day legal notice served, the tenant will cover the costs for the 10-day letter along with administration costs of £50.00.

11.8 Where a tenant has ignored the 10-day legal letter and refused access which then leads to a forced injunction, the tenant will cover the costs for the additional forced injunction, associated costs to gain entry and Babergh / Mid Suffolk District Council administration costs.

11.9 Where such costs have occurred, the tenant will be given the option to pay these costs in full or set up a payment plan.

12. Appeals and disputes

12.1 A tenant can request a review of the recharge raised if they have reason to disagree with the decision. This could be because:

- The reason for the recharge is incorrect.
- They think the cost is incorrect.
- They think that exceptional circumstances have not been taken into account.

Informal review

Depending on how the recharge repair is identified, tenants will be advised on the phone or in person that the repair is classed as rechargeable and that they will be invoiced for the works once this has been completed. At this time, a covering letter and invoice will be sent to the tenant. If the tenant wishes to dispute the recharge for any of the reasons given above, they should contact the Council by email or in writing within 21 days of receiving the invoice stating the reasons for the review.

Formal review

If the tenant is not satisfied with the decision of the informal review, the issue should be dealt with under the Council's Corporate Complaints Policy. More information can be found at www.babergh.gov.uk/w/make-a-complaint or www.midsuffolk.gov.uk/w/make-a-complaint

13. Equity and Diversity

13.1 The Councils are committed to treating all customers fairly and with respect and professionalism. To this end the Council will ensure that no individual is discriminated against on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion, or belief (including political opinions), sex or sexual orientation and that, in the application of this Recharge Policy, the Council will comply with their duties under the Equality Act 2010 including their public sector equality duty (section 149). For further information, please look at our Equality and Diversity Policy which can be found on the website www.babergh.gov.uk/ www.midsuffolk.gov.uk

Review of the policy

The policy will be reviewed every three years or in line with regulation changes.

*Subject to annual inflationary increases.

Appendix

1. www.babergh.gov.uk/request-a-repair-or-a-change-to-your-home
2. www.midsuffolk.gov.uk/request-a-repair-or-a-change-to-your-home
3. www.babergh.gov.uk/w/repair-responsibilities
4. www.midsuffolk.gov.uk/w/repair-responsibilities
5. www.babergh.gov.uk/compliments-comments-and-complaints
6. www.midsuffolk.gov.uk/compliments-comments-and-complaints
7. www.babergh.gov.uk/w/mutual-exchanges-and-transfers
8. www.midsuffolk.gov.uk/w/mutual-exchanges-and-transfers
9. Recharge advice letter.
10. Recharge work complete letter.

Version Control

Version	Justification	Author	Date
V1.0	Revised Policy	Building Services Admin Team Manager	November 2023
V1.1	Addition of Compliance and Planned Works- Signed off by BMSDC Tenant Board and tenant approval tick added.	Adam Gayford & Christie Solomons	August 2025

