

**Inspiring Housing
Community Land Trust**

Tenant Recharge Policy and Procedure



**June 2025
V1**

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Date first adopted: xxx**

Review dates:

Date of review	Amendments/Updates made	Reviewed & accepted	Proposed next review
xx	None		

Policy Statement

Inspiring Housing CLT aims to provide, high quality, value for money services that make the best use of available resources. To achieve this aim, Inspiring Housing CLT wish to ensure our Tenants have an open and transparent understanding of when and how recharging for repairs and other work which is the responsibility of the Tenant is implemented.

For the purposes of this Policy, recharges are applied when Inspiring Housing CLT incurs costs for completing works that are the responsibility of tenants or leaseholders to complete under the terms of the tenancy agreement or lease. Set out at Appendix A is a list of Tenant and Landlord responsibilities

Residents are advised to take out their own Contents Insurance Policy

Legal and Compliance

The Policy ensures that Inspiring Housing CLT complies with provisions regarding rechargeable works as set out in

- The Housing Act 1985, Common Hold and Leasehold Reform Act 2002 and Housing Act 2004.
- The Regulatory Framework for Social Housing in England as adopted by the Regulator for Social Housing

Statement of Intent

Inspiring Housing CLT will undertake all maintenance work and other remedial works to its properties to fulfil its duties as a responsible landlord as outlined in the Housing Health and Safety Rating System - HHSRS (introduced under the Housing Act 2004), any amendments to these responsibilities to be introduced via Awaabs Law, when enacted and the provisions outlined in the Homes (Fitness for Habitation) Act 2018.

Inspiring Housing CLT obligations in respect of HHSRS, apply to those elements of the property that are considered to be the responsibility of the owner (or landlord) even where the dwelling is occupied. Responsibility for fixtures and fittings will lie with the user (the tenant or leaseholder) unless they are provided by Inspiring Housing CLT as part of a furnished tenancy or where shared rooms are provided.

At the sign-up process for new tenants and leaseholders, Inspiring Housing CLT will make customers aware of their responsibilities to upkeep and maintain certain aspects of the property and that failure to do so may result in Inspiring Housing CLT pursuing payment for 'rechargeable works'.

Where possible Inspiring Housing CLT will collect payment or obtain agreement to pay for rechargeable works in advance of any services being provided. Where works need to be carried out quickly to prevent a health and safety or security hazard, Inspiring Housing CLT has discretion to seek payment retrospectively.

Reporting Procedures

- All repairs should be reported as soon as possible.
- Use the designated contact methods (e.g., phone, email, online portal).
- Provide clear details and photos if possible.
- Keep a record of the report and any follow-up communication.

Applying recharges

Inspiring Housing CLT will apply recharges to tenants and leaseholders for damage caused by themselves, members of their household, or visitors to their property in the following circumstances. Set out in Appendix B is a list of typical recharge costs.

- Where there is deliberate, negligent or accidental damage to Inspiring Housing CLT fixtures and fittings in its properties, communal areas and land
- Where Inspiring Housing CLT incurs costs for clearing and ensuring proper functioning of all aspects of drainage that are associated with the property, if this is found to have been caused by the tenant's misuse or neglect
- Where Inspiring Housing CLT incurs costs for replacing damaged or stolen furniture which forms part of a furnished tenancy package, or in communal parts of buildings
- Where Inspiring Housing CLT incurs costs for removing and storing items left at properties, surrounding grounds and outbuildings after the tenancy is terminated
- Where Inspiring Housing CLT incurs costs for removing and disposing of items left at properties, in communal areas, surrounding grounds and outbuildings where this causes a fire risk and/or has a negative impact to the environmental appearance and/or there is a threat to health and safety (including actions to tackle infestation)
- Where Inspiring Housing CLT incurs costs for removing and/or replacing unauthorised alterations or damages to its properties when a tenancy is terminated, or such works are identified during routine inspections and tenancy audits by Inspiring Housing CLT staff and/or contractors on its behalf
- Where Inspiring Housing CLT incurs costs for replacement items including entrance fobs, replacement keys and lock changes, where the replacement is due to tenant loss
- Where Inspiring Housing CLT incurs costs for securing and making good properties where the Police force entry and make an arrest whether it is the occupier or a visitor to the property
- Where Inspiring Housing CLT incurs costs that are associated with gaining reasonable access to properties to carry out emergency repairs or for cyclical safety testing
- Where Inspiring Housing CLT incurs costs associated with no access for out-of-hours emergency repairs
- Where Inspiring Housing CLT incurs costs for carrying out garden and/ or tree maintenance work that is the responsibility of the tenant
- Inspiring Housing CLT may recharge tenants to recover costs of any aborted investment works if it is proved that they unreasonably failed to provide access or changed their mind after materials (or designs) have already been ordered or signed-off
- Inspiring Housing CLT may recharge tenants where false information has been provided to obtain an emergency call-out

The above list of rechargeable items is not exhaustive and Inspiring Housing CLT reserves the right to issue recharges for all works that are the responsibility of the tenant, former tenant, or leaseholder to carry out.

Payment

Where tenants or leaseholders raise non-emergency or urgent repairs that are deemed to be rechargeable works, Inspiring Housing CLT will normally seek payment in full before works are issued. This will involve taking secure payments over the phone if customers have debit account or credit card facilities for immediate payments.

If the repair is deemed to be an emergency, Inspiring Housing CLT will try to seek payment in full before works are issued. If, however, the customer is unable to pay Inspiring Housing CLT will carry out the works and will recharge retrospectively.

An emergency will normally meet the criteria listed below:

- A risk to health and safety, which is of immediate danger to the customer or others
- A risk to the security of the property that the customer is unable to resolve from their own resources or capabilities
- The repair is likely to cause significant further damage to the property if left unresolved

Inspiring Housing CLT will inform the tenant or leaseholder of the estimated amount they will be expected to pay in full when the works are issued if this is known in advance. This will include additional amounts if the works are to be completed outside of normal working hours (8.00 – 4.30 on weekdays – excluding bank holidays)

Where the final costs are not known or subsequently increase from original estimates, Inspiring Housing CLT will inform the customer that the works are rechargeable, and these costs will be applied retrospectively, or additional invoices will be issued.

Where tenants or leaseholders refuse to pay in full or fail to abide by suitable arrangement to pay recharges over a reasonable period of time, Inspiring Housing CLT will continue to attempt to contact the customer with a view to arranging payment. If the debt is not recovered, Inspiring Housing CLT will take decisions on the best way to pursue the debt and may instigate legal action to recover the outstanding amount.

Arrangements to pay rechargeable debts by instalments will be considered on a case-by-case basis and Inspiring Housing CLT will come to agreements based on the level of monies owed and the financial circumstances of the individual tenants or leaseholders concerned.

Inspiring Housing CLT will not pursue recharges against tenants and leaseholders who can prove that rechargeable works are caused by circumstances outside of their control, for example where they are victims of domestic abuse or harassment or are otherwise deemed to be vulnerable. Where appropriate, Inspiring Housing CLT will look to bring criminal charges against the perpetrators and pursue reimbursement through the courts.

Appeals

In implementing this Policy, Inspiring Housing CLT staff will have due regard to the Equality, Diversity and Inclusion Policy.

All residents will have the right to appeal if they disagree with a decision to apply a recharge(s).

Appeals must be made in writing within 10 working days from the decision and will be reviewed by a member of the Board of Directors.

Equality and diversity

We will apply this policy consistently and fairly and will not discriminate against anyone based on any protected characteristics, including those set out in the Equality Act 2010.

GDPR

Inspiring Housing CLT will gather and use certain information about individuals in accordance with UK GDPR. Staff members have a responsibility to collect, handle and store personal information in accordance with relevant legislation.

Policy Review

The policy will be reviewed periodically to ensure it is consistent with changes in legislation and regulation. As standard, the policy will be reviewed at five yearly intervals.

Resident Repairs Responsibilities

Set out below is examples of the responsibilities of residents and landlords regarding repairs and maintenance.

This is not a definitive list, but Inspiring Housing CLT recognise that it is important for residents to understand which repairs they are expected to handle, and which fall under the landlord's responsibility.

General Responsibilities

Resident Responsibilities:	Landlord Responsibilities
Keeping the property clean and tidy.	Ensuring the property is structurally sound.
Replacing light bulbs and batteries in smoke detectors.	Maintaining essential services such as water, gas, and electricity.
Taking care of minor repairs such as tightening screws or replacing fuses	Ensuring compliance with health and safety regulations.

Internal Repairs

Resident Responsibilities:	Landlord Responsibilities
Repairing or replacing internal door handles and cupboard hinges.	Repairing plumbing and electrical systems.
Unblocking sinks and toilets caused by misuse.	Fixing heating systems and boilers.
	Repairing structural damage to walls, ceilings, and floors.

External Repairs

Resident Responsibilities:	Landlord Responsibilities
Maintaining gardens and outdoor spaces.	Maintaining the roof and external walls and gutters.
Repairing fences, gates.	
Keeping external drains clear of debris.	Ensuring safe access paths and communal areas.

Emergency Repairs

Residents should report emergency repairs immediately. Examples of emergency repairs include:

- Major water leaks or burst pipes.
- Complete loss of heating or electricity.
- Dangerous structural damage.

Recharge Schedule

Set out below is examples of costs of repairs costs will vary depending on the size of the property, severity of damage, and contractor rates.

Inspiring Housing will charge the tenant the cost of repair plus admin charges incurred by Inspiring Housing CLT in managing the work required. Typical admin charge will be 15% of the cost of the repair

Category	Example	Estimate cost
Doors & Locks	Broken internal door, forced entry damage	£50.00 - £200+
Windows & Glazing	Broken glass (not due to crime)	£80.00 - £300+
Kitchens	Burnt worktops, damaged units	£100 - £500+
Bathrooms	Smashed toilet/sink, blocked drains	£75.00 - £400.00+
Electrical	Broken sockets, damaged light fittings	£50.00 - £150.00+
Plumbing	Blocked sinks/toilets due to misuse	£60.00 - £200+
Decorating	Graffiti, unauthorised paintwork	£100 - £300+
Rubbish Removal	Abandoned furniture or waste	£50.00 - £150+
Garden Maintenance	Overgrown garden, dumped waste	£75.00 - £200+
General Cleaning	Deep clean required at end of tenancy	£100 - £400+
Pest Control	Infestation due to tenant neglect (e.g. food waste)	£100 - £250+
Anti-Social Behaviour	Damage from parties, vandalism, or nuisance behaviour	£100 - £500+
Unauthorised Alterations	Removing non-approved fixtures, restoring original layout	£200 - £1,000.00+