

Doc Number: 3-19a		Lead: Manager, Housing Services	Last Full Review: June 2026
Tick one of the below for review/changes made: Full review and changes made ☐ (add changes summary to table below) Full review, no changes made ☒ Changes made but no full review ☐ (add changes summary to table below)		Reviewer / Editor: Housing Revenue Assistant Changes Approved By: Housing Revenue Assistant Reviewed and edited in-line with the Beacon? ☒ Yes ☐ No	

Tenancy Recharge Policy

Document Change Details

Date	Summary of Changes Made
October 2023	All policies and procedures revert to version 01 as approval process & version control moved to Sharepoint. Version number no longer shown on the document. New front sheet

1.0 PURPOSE

To ensure tenants are made fully aware of their responsibilities for potential recharges before they sign up to a tenancy.

To clarify when we'll recharge tenants for property related works.

To establish when we may decide to waive recharges to tenants.

To establish when we'll write off recharges.

2.0 POLICY

Our tenancy agreements clearly state tenant responsibility for arranging and paying for minor repairs and wilful damage. The same applies where we act as the Managing Agent and the tenant holds a Head Landlord Tenancy Agreement.

We'll recharge a tenant for costs which they are responsible for under the terms of their tenancy agreement or have been incurred because of their behaviour.

Works that might be rechargeable are usually avoidable, but support needs of tenants can lead to occasions when costs are incurred that are tenant responsibility. Examples include neglect or deliberate misuse of our property or equipment, dumping of rubbish and tenants locking themselves out.

The same applies to properties that we lease from other Registered Social Landlords.

We'll provide support and advice to tenants to minimise incidents that could lead to them being recharged.

We'll support and encourage tenants to arrange and pay directly for works that are their responsibility. Often for health and safety reasons, or due to the tenant's financial position, we may have to arrange for the works to be carried out by our own contractors. We retain the right to recharge tenants for costs incurred.

When tenants become responsible for the cost of works, we'll ensure that they're made aware of their liability and accept responsibility to cover the costs before the work is carried out. If repairs are necessary because the situation is dangerous or to limit structural damage, we'll go ahead with the remedial works even if we don't have the tenant's agreement to cover the costs prior to the work being undertaken. In these cases, we'll still seek to recharge the costs to the tenant afterwards. We'll ask a tenant to sign a Recharge Agreement if we can. We'll explain that failure to repay recharge costs could affect their tenancy.

In some cases, it may not be appropriate to recharge a tenant due to their vulnerabilities, even if they've caused the damage. On other occasions there may be an unrealistic chance of being able to recoup costs via a recharge account. In these instances, any decision to not recharge the tenant, will be agreed by the Housing Services Manager (HSM). If further discussion is required, they will seek advice from the Housing Director.

We may refuse to do further rechargeable works if a tenant has an existing recharge account they are not repaying. The exception to this will only be where the repairs are considered an emergency, are necessary on health and safety grounds or will affect the structure and fabric of the building.

When tenants wish to move out of a Southdown property, a leased property or managed property, either as part of an internal transfer, or as part of a planned move-on, we'll inspect the property to ensure it is in a satisfactory state. We'll advise the tenant of works they need to carry out to bring it up to a satisfactory standard before we agree to the move.

We'll let the tenant know that they'll need to remove all furniture, personal possessions, and rubbish to avoid being recharged for the cost of us doing so. We'll advise them of our 3-24a Disposal of Tenant's Possession Policy and 3-24b Disposal of Tenants Possessions Procedure.

They'll be advised that if works aren't completed, they'll be recharged for the cost incurred by us in carrying out those works.

If a tenant moves out without returning the property in an acceptable condition, we reserve the right to recharge for works.

In line with our [1-16 Equality Diversity and Inclusion Policy.pdf](#) we'll ensure all communication with tenants takes their individual needs into account.

We'll set up a recharge account separate from a tenant's rent account. Where a tenant is in credit on their rent account but in debt on their recharge account, we'll transfer this money across to clear the recharge debt unless they have explicitly asked us not to. Recharges will be cleared in this way only once any court costs have also been cleared.

We'll consider taking tenants or former tenants to a Small Claims Court if they are refusing to pay their recharge arrears. Where appropriate, we'll apply for attachment of earnings.