RECHARGE POLICY

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Executive Summary:

The purpose of this policy is to set out the circumstances in which RBH will recharge customers and third parties for costs incurred as a result of damage, neglect, unauthorised alterations, tenancy breaches, or other actions for which RBH is not responsible. The policy supports customers to understand their responsibilities for maintaining their homes and being accountable for damage caused by themselves, members of their household, or visitors.

The policy also ensures that RBH adopts a fair, consistent and transparent approach to identifying, applying, recovering and reviewing recharges. Recovering these costs helps protect RBH's resources, supports investment in homes and services, and ensures that the cost of avoidable damage is not borne by other customers.

Policy Grouping / Directorate	Customer and Communities	
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EIA Completed	Yes ☒	No ☐
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Notes:		

1 Introduction and aims

1.1 This policy outlines Rochdale Boroughwide Housing's (RBH) approach to rechargeable repairs and other applicable recharges. The purpose of this policy is to support a shared understanding that RBH encourages customers to care for and maintain the home they live in, but that if repairs or other works are necessary because of their actions or neglect, the costs will be recharged to them. The policy aims to ensure a fair, consistent, and transparent approach to how recharges are identified, charged and managed, including how decisions are made, when and how discretion may be applied, and how payment and recovery processes are handled.

1.2 The aims of the policy are:

- To encourage all customers to care for and maintain the home they live in, recognising diverse circumstances and needs.
- To provide clarity about the circumstances in which RBH will recharge customers or others for costs which have been incurred which are not RBH's responsibility.
- To provide a clear and transparent explanation of how decisions to apply repair or other recharges are made.
- To outline the factors considered when applying discretion, ensuring fairness and sensitivity to individual situations.

2 Context

2.1 The collection of recharge accounts, including those related to repairs, contributes to the delivery of RBH's strategy for business sustainability and income management. RBH has a responsibility to safeguard the housing assets it manages and ensure that rental income is used to maintain homes and services rather than remedy avoidable damage caused by individual customers.

2.2 The collection of recharge accounts, including those related to repairs, plays a vital role in supporting RBH's financial sustainability and responsible income management. This enables us to maintain high-quality homes, deliver equitable services, and reinvest in our communities.

Recharging customers where appropriate also helps ensure compliance with the Regulator of Social Housing's standards, including:

Economic Standards

- Governance and Financial Viability Standard:
  By ensuring income collection and debt recovery and financial resilience
- Value for Money Standard:
  By promoting efficient use of resources and accountability for damage-related costs

Consumer Standards

- Safety and Quality Standard:
  By enabling timely repairs that maintain safe living conditions
- Transparency, Influence and Accountability Standard:
  By applying charges consistently and communicating decisions clearly
- Neighbourhood and Community Standard:
  By supporting upkeep of shared spaces and reducing avoidable damage

- Tenancy Standard:
  By reinforcing tenant responsibilities and supporting sustained tenancies

3 Values

3.1 This policy reflects the mutual values of RBH and supports our commitment to delivering fair, high-quality services while recovering costs responsibly:

Putting People First: RBH will consider the circumstances and reasons for any recharge raised. We will explain the reasons for the recharge and will be considerate of personal circumstances when making any repayment agreements

Doing What We Say: RBH takes a responsible, consistent, and fair approach to recovering costs for rechargeable repairs and other recharges, while recognising the diverse circumstances of our customer base. We apply discretion where appropriate and communicate decisions clearly and respectfully

Open & Transparent: Customers will receive an invoice that includes a clear breakdown of their recharges, supporting evidence, and an explanation of the work completed and calculation of costs. We are committed to transparency, accountability, and fair communication at every stage of the process

Working As One: We will work together across RBH to identify, assess and recover recharge costs in a fair and consistent way

Delivering Quality: Providing quality repairs to customer homes ensures work is completed to the required standard, helps avoid higher costs from external contractors, and prevents deterioration of the homes we manage. This protects both customer wellbeing and the long-term sustainability of our housing stock.

4 Policy Statement

4.1 Rechargeable repairs and other recharges

Customers are responsible for repairing, or meeting the cost of repairing, any damage to an RBH-managed property where the damage has been caused by their actions, neglect, misuse, accident, unauthorised alterations, or by the actions of members of their household or visitors.

Where damage or deterioration is the responsibility of the customer, RBH may require the customer to:

- complete the repair themselves;
- appoint a suitably qualified contractor;
- reimburse RBH for costs incurred; or
- pay in advance for RBH to undertake the work.

The approach taken will depend on the nature of the repair, any associated risks, the urgency of the work, and the individual circumstances of the case.

Recharges may be identified at a range of stages, including but not limited to:

- when a customer reports a repair;
- during property inspections or home visits; or

- when damage is identified at the end of a tenancy or at the end of using temporary accommodation and the property needs to be returned to a safe and lettable standard.

Where a customer wishes to arrange the repair themselves, they must obtain prior approval from RBH. Any work completed must meet RBH's required standards and may be subject to inspection. Where appropriate, certification or evidence of compliance may also be required.

Examples of rechargeable repairs include, but are not limited to:

- replacing broken windows
- repairing or replacing damaged internal or external doors
- repairing damage to sinks, walls, fixtures or fittings
- reinstating unauthorised alterations before a tenancy ends
- fire damage caused by negligence
- abandoned belongings
- disposal of waste
- Removal of items from communal areas
- lock changes due to lost keys
- graffiti
- Cleaning
- Property clearance
- Legal costs
- Other works required as a result of breach of tenancy conditions

4.2 Where possible, RBH will advise customers if a repair or service is likely to result in a recharge and provide an estimated cost before work begins. In emergency situations, or where costs cannot be determined in advance, an estimate or confirmed cost will be provided as soon as reasonably practicable after the work has been completed.

Customers will be informed of any potential recharge at the earliest opportunity, whether during a repair report, inspection, home visit, telephone conversation, or through subsequent communication. Any estimate provided is indicative and may vary once the work has been completed and the final costs have been confirmed.

Once the repair or other work has been completed, RBH will assess the costs incurred and determine whether a recharge applies. Where necessary, inspections may be carried out to establish the nature of the damage, the work required, and the associated costs.

Following financial completion of the work, RBH will issue an invoice within one week of the work being completed, setting out:

- a clear breakdown of the charges
- supporting evidence, where available, such as photographs
- an explanation of the work undertaken and how the costs have been calculated.

Customers have the right to query or challenge any recharge applied and will be provided with information on how to do so.

4.3 There may be exceptional circumstances where RBH decides not to apply a charge. These decisions are made on a case-by-case basis and may consider but are not limited to:

- Health conditions
- Disability
- Damage resulting from a criminal act

RBH will consider individual circumstances in line with its duties under the Equality Act 2010 and may consult with internal teams or external agencies to ensure fair decision-making.

RBH will not pursue recharges were doing so would place a customer at risk, including in cases involving domestic abuse or safeguarding concerns.

Any decision to waive or reduce a recharge must be jointly approved by the Head of Communities and the Head of Property Services (or nominated deputies) and recorded with supporting reasons.

4.4 Disputes and complaints

If a customer disagrees with a recharge, they can raise a complaint through RBH's complaints process. This ensures that concerns are reviewed fairly, consistently, and in line with our Complaints Policy.

Customers are provided with clear information about how to make a complaint, what to expect during the process, and how decisions will be communicated. RBH is committed to resolving disputes transparently and respectfully.

4.5 Paying for Rechargeable Repairs and other recharges

RBH may require payment before rechargeable work is undertaken where it is not an emergency.

Where this is not possible, RBH may offer repayment arrangements based on affordability and individual circumstances.

Failure to maintain an agreed repayment arrangement may result in further recovery action. Where appropriate, RBH will refer customers to internal or external support services for help with budgeting, benefits, or tenancy sustainment.

4.6 Recovery of Charges

RBH will make reasonable attempts to recover outstanding debts, in line, with the Income Policy before considering escalation through external collection agencies or other lawful recovery methods.

Unpaid recharges may affect eligibility for transfers or rehousing, in line with RBH's Lettings Policy.

4.7 Insurance

RBH offers Customers Contents Insurance, provided by a third party, which all customers are encouraged to join when they sign up for their tenancy. The cover provided is different to some private contents insurance policies in that it allows insured customers to claim for many rechargeable repairs under the Customers

Liability element of the policy. Customers remain responsible for making and managing any insurance claim.

5 Monitoring

5.1 RBH will monitor the effectiveness of this policy through regular reporting to the Senior and Executive Leadership Teams and through operational analysis. This will include year-on-year comparisons of recharge income collected, with the aim of maximising recovery while maintaining fairness.

5.2 We will assess the impact of recharges on vulnerable customers by tracking how many are able to meet these costs while successfully sustaining their tenancies.

5.3 We will also monitor how the policy affects access to housing in the borough, including how many applicants are unable to progress with rehousing due to outstanding recharges.

5.4 This monitoring will inform future policy reviews and help ensure that recharge practices remain proportionate, equitable, and aligned with RBH's wider objectives.

6 Review

6.1 All RBH strategies, policies, service standards and procedures are reviewed on a regular basis to ensure that they are 'fit for purpose' and comply with all relevant legislation and statutory regulations.

6.2 This policy will go through the full policy approval process every 3 years and will undergo a desktop review annually. This is to ensure that it is fit for purpose and complies with all relevant and statutory regulations.

7 Links with Other RBH Documents

7.1 This policy links to the following policies and strategies:

- Income Policy
- Temporary Moves Policy
- Rehousing Policy
- Bad Debt Policy
- Tenancy Policy
- Repairs & Maintenance Policy
- Complaints Policy
- Lettable Standard.
- Lettings Policy
- Compliance Policies

8 Inclusivity statement

8.1 We are dedicated to fostering an inclusive and equitable environment for all. We ensure that everyone is valued and respected. Our policies aim to be inclusive, and will comply with UK laws, including the Equality Act 2010, to create a diverse and supportive environment for people to thrive.

8.2 We understand not everyone absorbs information the same way. If you have any difficulty understanding or interpreting this document, please email people@rbh.org.uk or call Freephone 0800 027 7769. We will work with you to ensure your individual needs are met.