



Mansfield
District Council

Mansfield District Council

RECHARGE POLICY

February 2026

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1. Purpose

- 1.1. The purpose of this policy is to outline when Mansfield District Council (MDC) may recharge tenants and leaseholders for costs resulting from damage, neglect, or unauthorised alterations to their home or other property owned by MDC. It ensures that public resources are used appropriately and that tenants and leaseholders take reasonable responsibility for their tenancy or license and lease obligations when entering the signed tenancy, license or leaseholder agreement with MDC.

2. Legal Framework

- 2.1. This policy is underpinned by the following legislation and regulatory standards:

- Housing Act 1985 (as amended)
- Landlord and Tenant Act 1985
- Housing Act 1996
- Environmental Protection Act 1990
- Local Government Finance Act 1992
- Social Housing Regulation Act 2023
- The Regulator of Social Housing's Tenancy Standard

3. Scope

- 3.1. This policy applies to:

- All tenants and licensees of MDC
- Former tenants where costs were incurred during or immediately after the tenancy
- Leaseholders

4. Aim of the Policy

- 4.1. The aims of the rechargeable works policy are to;
- Reduce the cost of repairs to MDC where tenants and leaseholders are responsible.
 - Prevent the neglect and damage to MDC properties by advising tenants and leaseholders of their responsibilities.
 - Protect the repairs budget to deliver only what it is intended for and as laid out in the Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994
 - Reduce the costs of voids

5. Policy Objectives

- 5.1 The objective of this policy is to ensure a consistent and fair approach when applying recharges taking into consideration tenants' and leaseholders' circumstances, vulnerabilities and potential safeguarding concerns when considering recharges by: -

- Providing clear guidance of when tenants and leaseholders should be recharged
- Providing clear guidance where discretion can be exercised
- Identify support needs to help avoid tenants and leaseholders incurring recharges
- Utilise resources on tenants and leaseholders that vandalise, destroy and willfully cause damage
- Outline the recharge process and costs
- Make payment arrangements with tenants and leaseholders inform them of the action which would be taken if they default from the arrangement
- Monitor the collection of recharges to ensure income maximisation for MDC

6. Tenant Responsibilities

6.1. Under the Landlord and Tenant Act 1985 (Section 11) and the conditions of the tenancy, tenants are responsible for:

- Treating the property in a tenant-like manner
- Preventing damage from occupants or visitors
- Reporting repairs promptly
- Not carrying out unauthorised alterations or improvements

7. What is a rechargeable repair?

7.1. A rechargeable repair is a repair that is the result of wilful damage, vandalism or negligence to the property and/or its fixtures and fittings, internally or externally by a tenant, their friends and relatives and anyone else

7.2. Tenants will be encouraged to complete the work themselves to avoid a recharge. If it is subsequently found that the works have not been carried out to a pre-agreed standard and specification, MDC reserves the right to remove any work undertaken and charge the full cost of replacing the work, plus VAT

7.3. Examples of rechargeable repairs include:

- Where wilful damage has been caused
- Where damage has been caused due to negligence
- Where vandalism has been caused
- When any part of the property has been removed
- Damage caused by the Police in connection with any criminal or suspected criminal activity
- Blockages caused by misuse of drains
- Unauthorised removal of fixtures and fittings
- Alterations completed without prior authorisation and when retrospective permission cannot be granted

- Alterations completed with permission, but the alteration is not to the required standard/specification
- Misuse of the emergency call out service
- Internal and external works to bring the property and garden up to the required standard
- Internal and external works to resolve environmental concerns such as pest infestations and the disposal of waste
- Misuse of communal areas including the removal of items, willful damage including any repairs resulting from communal doors being propped open
- Repairs required to ensure the on-going safety of those residing in and accessing a property or block of flats including replacement of individual front doors which are compromised due to damage caused
- Failure to allow access for MDC operatives and/or contractors working on their behalf to inspect or carry out repairs to the property relating to disrepair claims. A minimal charge will be applied for each failed access attempt

8. What is not a rechargeable repair?

8.1. Recharges will not apply where:

- Deterioration is considered reasonable given the age and usage of the item. This is known as fair wear and tear
- In cases of domestic abuse or matters outside of the tenant's control

9. Recharge Process

9.1. Recharges will be identified as follows:

- During visits made to introductory tenants within the first twelve months of the tenancy
- During routine or scheduled visits, for example Keeping in Touch Visits
- Through appropriate questioning by the customer services team when a possible recharge is suspected
- From all MDC staff visiting the tenant or leaseholder for whatever reason
- During visits to complete the pre-termination process, pre-transfer visit and mutual exchange visit

9.2 All MDC staff are responsible for identifying instances when a recharge would be applicable and ensure the necessary steps are followed. Key responsibilities include:

- **Customer Services Team** – are responsible for establishing if a reported repair is rechargeable by asking relevant questions and

referring the concerns onto repairs and the housing management team to investigate further

- **Repairs, Capital, Asset and Compliance Team** - are responsible for ensuring, on identification of an issues, that the tenant is given an opportunity to remedy the issue prior to progressing a recharge
- **Voids Team** – are responsible for ensuring appropriate recharges are raised and charged following tenancy termination
- **Tenancy Services Team** – are responsible for identifying rechargeable works during visits to properties, that the tenant is given an opportunity to remedy the issues prior to processing the works under a recharge
- **Finance Team** – will ensure that accurate recharges are processed, agreements are made with both current and former tenants and leaseholders who can pay the recharge amount in full, and the recovery process is followed for tenants defaulting their payment agreement

9.3 All of the above are responsible for identifying support needs, safeguarding concerns and vulnerabilities and making the appropriate referrals.

9.4. The Rechargeable Works Schedule outlines the costs the tenant will pay for repairs that are not the responsibility of MDC, the costs for repairs to make good on damage to MDC property and the costs for services that will be provided by MDC on request, or where the tenant has failed to return the property to the original state (alterations or unauthorised access).

9.5. Charges identified as needing to be paid will be levied in line with MDC's agreed pricing structure using the National Housing Federation Schedule of Rates with VAT added at the standard rate.

9.6. The cost quoted to the tenant will remain the same as the invoice following completion of works regardless of the final cost. This allows the tenant to make an informed decision whether to complete the work themselves or employ their own competent tradesperson.

9.7 **a. Notification**

Tenants will be recharged for works either when they leave their home or when work has been carried out by MDC during their tenancy for which the tenant is responsible. The aim will be to keep the charges to a minimum by advising tenants before they leave of their responsibilities. Tenants will be notified in writing if a recharge is being considered, including:

- A description of the damage or issue
- Costs
- Photographic or documented evidence were available

9.7 **b. Disputes and Appeals**

Appeals must be submitted within 14 calendar days. A senior officer not involved in the original decision will review.

9.8 **c. Payment Terms**

Invoices must be paid in full within 28 days unless MDC agrees terms for repayment. Non-payment or default of an agreement could result in legal action or pursuit of the debt through a debt collection agency which will increase the debt due to legal and recovery agent fees.

10. **Vulnerability**

- 10.1. MDC recognises some tenants may experience personal or financial challenges. Those tenants will be dealt with in line with our Reasonable Adjustments Policy where appropriate

11. **Responsibility and Decision Making**

- 11.1 The table below illustrates the structure for responsibility and decision making in relation to this policy:

Assistant Director of Housing

Overall responsibility for adoption of the policy

Tenancy Services Manager / Repairs and Maintenance Manager

Overall responsibility for approving any recharges that are raised in line with this policy

Operational Managers

All other managers are responsible for reading, understanding and monitoring the delivery of the policy.

All staff

All staff are responsible for reading and understanding this policy

12. **Monitoring and reporting**

- 12.1. MDC will monitor the effects of recharge policy as follows:

- Cost and number of recharges raised relating to void properties
- Cost and number of recharges raised relating to current tenancies
- Recovery rates
- Number of complaints, disputes and the outcome

14. Review

- 14.1 This Policy will be reviewed every three years or in line with changes in legislation, whichever is the sooner, updates or recommendations for changes will be presented to the Assistant Director of Housing for approval.

15. Complaints

- 15.1 If a customer is dissatisfied with the arrangements or decisions MDC have made regarding recharges, MDC will respond in accordance with our Complaints Policy. If necessary, when reviewing our decision, MDC will seek advice from specific expert disability groups.
- 15.2 Whilst MDC strongly encourage customers to submit their complaint online at www.mansfield.gov.uk/council-councillors-democracy/complaints-1 so that issues can be handled by the relevant service area quickly. Customers can also make a complaint:
- In writing
 - By telephone – 01632 463463
 - By email – mdc@mansfield.gov.uk
 - In person
 - Through a representative or advocate (see section 4 of the policy)

16. Related Policies

- Responsive Repairs Policy
- Reasonable Adjustment Policy