



Lancaster City Council

Housing and Property: Council Housing

Recharge Policy

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1. Introduction

- 1.1. Lancaster City Council is committed to providing a responsive and effective housing repairs and maintenance service as a means of ensuring high levels of tenant satisfaction and protecting the value of its housing stock. The council's approach to recharging tenants will be dealt with in accordance with this policy and the Repairs and Maintenance Service policy.
- 1.2. The purpose of this Recharge Policy is to deal effectively with rechargeable activities ensuring that payment is received efficiently by the council for services received by tenants.
- 1.3. The main objectives of this policy are to:
 - provide guidance on the circumstances which will be recharged.
 - provide tenants with information on how to pay their recharge/s.
 - deliver a service that is fair, open and transparent.
 - provide guidance on the circumstances where discretion maybe exercised.
 - inform tenants of the action that the council will take if payment is not made.
 - ensure that we provide properties which are decent and well maintained.
 - ensure that expenditure is managed effectively
- 1.4. The contractual obligations of tenants are outlined in Tenancy Agreements and information is also contained within the Repairs Handbook, which includes tenant responsibilities.
- 1.5. Although the majority of Council tenants keep their homes in good condition, there are some tenants who cause damage either deliberately or through neglect or misuse and occasions when things go wrong resulting in repairs being required which would otherwise be the responsibility of the tenant. Where such jobs are required, the cost of these will be charged to the tenant and these are known as rechargeable repairs.
- 1.6. The Council will carry out these repairs to prevent our property deteriorating further and will recover the costs. This ensures that tenants who look after their homes are not required to share the cost of repairs for those who do not. Failure to recharge for these works would deprive the Council of much needed income and increase the cost of service and rental levels for all our tenants.
- 1.7. The policy also applies to the recovery of the cost of clearing tenants' redundant possessions when a property is vacated, and any work carried out by the Council or its contractors to repair or maintain the property that would normally be the responsibility of the tenant.
- 1.8. Owner-occupiers who live in ex-council properties have their responsibilities outlined in their conveyance. Leaseholder charges are outlined in the Leasehold Handbook. Owner-occupiers may be responsible for payments towards the cost of the upkeep of paths, car parking areas, roads, general grounds maintenance and the upkeep and maintenance of septic tanks, dependant on the details of their conveyance. The recovery of these charges are subject to separate policies, and procedures.



- 1.9. This Policy has been written in line with and meets current relevant legislation. Unless there are changes to such legislation beforehand, the next review of this policy is due October 2027 and every four years thereafter.

2. Rechargeable Works

Identifying Rechargeable Works

- 2.1. Potential recharges will be identified in several ways, including:
- by a tenant reporting a repair to LCC via Council Housing Reception
 - by LCC when undertaking a visit to the property, such as a repairs or tenancy visit
 - when the property is void
 - by the Emergency Services
- 2.2. If there is any doubt about the nature of the repair or the circumstances in which it arose, it may be necessary for LCC to inspect the repair and assess the required works.
- 2.3. A rechargeable repair can occur in cases where there is purposeful damage, such as cracked and smashed windows and other cases of neglect where damage is caused to fixtures and fittings within properties managed by LCC.
- 2.4. A rechargeable repair will be deemed either urgent or non-urgent. An urgent repair is a repair that:
- constitutes a health and safety or security risk
 - a requirement of the Housing Health and Safety Rating System (HHSRS)
 - if not carried out quickly will result in further damage to a LCC property.

LCC reserves the right to complete these works, and the cost shall then be invoiced to the tenant.

- 2.5. Recharges will take place for the following:
- **Rechargeable Repairs:** Where works are required due to the tenant/s, their family or visitors deliberately or accidentally causing damage to fixtures or fittings in their home, garden or garage, or any communal fixtures or fittings owned by the council and are the responsibility of the tenant to replace or repair if lost and / or damaged. Where accidental damage has occurred to fixtures and fittings, we will take into account the damage caused versus the lifespan of the product before reaching a decision on whether to recharge. Examples are: lost keys, clear blocked sink, drain, bath and toilet of nappies, removal of any internal or external doors etc. Expectations of residents are stated in the repair's handbook.
 - **External Damage by Others:** Where the damage is alleged to have been caused by other the tenant will be advised to obtain a crime number from the police. Please note that the crime reference number in itself does not negate the tenants liability for the recharge, should it be found the tenant was culpable by contributing to the incident.

- **Unauthorised Alterations by a Tenant/s Where we Cannot Grant Retrospective Consent:** Any works that are required to bring the property back up to an acceptable level in accordance with the Decent Homes Standard and taking into account all relevant legislation relating to Health and Safety.
- **Clearance of Property and Gardens at the End of a Tenancy:** At the end of a tenancy all properties should be left clean, tidy and empty of belongings owned by the tenant/s. If the council has to undertake work to remove items left or excessive cleaning, the tenant/s will be recharged accordingly. Tenants should contact their Housing Officer or the Voids Coordinator if they are in doubt as to whether a charge will be made.
- **Replacement of Lost or Broken Door Entry Key Fobs by a Tenant/s:** The cost of replacing lost/stolen keys and the cost incurred in gaining entry to change the lock including garage locks and keys.
- **Storage of a Tenant/s Goods Following Eviction:** – The property should be left clean, tidy and empty. If belongings are left in the property, the council must legally store the goods for not less than one month from the date of the formal notice before disposal, unless consent is given by the tenant for the removal of these. Any clearance where the Council incurs charges, will be recharged to the tenant(s).
- **Transfers and Void Properties:** Where unauthorised alterations or damage is identified during the inspection process.
- The cost of removing graffiti and rectifying damage where this has been done by the tenant or visitors to the property.
- **Vandalism to Council Managed Property:** Where the Court has prosecuted the culprit for damage or where the individual has admitted the damage.
- **Court Costs and Legal Fees Incurred:** There are occasions where access to council properties is required to fulfil legal obligations such as the completion of gas servicing. Where access to the property is denied and legal action is taken, where awarded, the tenant will be responsible for costs incurred.
- **Clearance of Bulky Items From Housing Land:** If a Housing Officer deems it necessary for such an item to be removed, the responsible tenant(s) will be recharged accordingly. If a bulky item(s) has to be removed from a communal area, such as clearance of waste from blocks of flats and the person responsible is not known, the tenants (including leaseholders) within that area will be recharged in equal amounts where it is considered to be appropriate and reasonable in all the circumstances to do so.
- **Costs of Tidying Gardens/External Areas:** That have been neglected or left overgrown by a tenant/s. Also, where a tenant/s has requested the removal of a tree / hedge, which is not the responsibility of the council; this must be in line with [Lancaster City Council's Tree Policy](#).
- **Damage Caused by the Police (execution of a warrant) at the Property:** The cost of making good any damage (e.g. repair or replacement of external doors) will be recharged to the tenant. Any dispute would be between the tenant and the police.
- Any other circumstances that cause an unreasonable cost to the council

3. How recharges are raised

- 3.1. Lancaster City Council is committed to providing a responsive and effective housing repairs and maintenance service as a means of ensuring high levels of tenant satisfaction and protecting the value of its housing stock. The council's approach to recharging tenants will be dealt with in accordance with this policy and the Repairs and Maintenance Service policy.
- 3.2. The purpose of this Recharge Policy is to deal effectively with rechargeable activities ensuring that payment is received efficiently by the council for services received by tenants.
- 3.3. The main objectives of this policy are to:
 - provide guidance on the circumstances which will be recharged.
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 - inform tenants of the action that the council will take if payment is not made.
 - ensure that we provide properties which are decent and well maintained.
 - ensure that expenditure is managed effectively
- 3.4. The contractual obligations of tenants are outlined in Tenancy Agreements and information is also contained within the Repairs Handbook, which includes tenant responsibilities.
- 3.5. Although the majority of Council tenants keep their homes in good condition, there are some tenants who cause damage either deliberately or through neglect or misuse and occasions when things go wrong resulting in repairs being required which would otherwise be the responsibility of the tenant. Where such jobs are required, the cost of these will be charged to the tenant and these are known as rechargeable

4. How recharges are raised

- 4.1. Rechargeable repairs will be monitored and recovered by LCC's Charges and Leasehold Team.
- 4.2. Where we have not been able to recover rechargeable repair costs, the charges will remain on LCC's systems to ensure we are able to pursue monies owed, if the tenant or former tenant applies for a transfer or rehousing. This is in line with the Allocations Policy.
- 4.3. LCC will offer a range of payment methods to make repayment as straightforward as possible. In addition, we will offer repayment schedules that are reasonable and affordable
- 4.4. We will also encourage tenants and former tenants to repay the debt quickly by waiving the administration fee if full payment is received within 1 calendar month of the invoice date or if a suitable repayment plan has been agreed within this period and payments continue to be made as agreed until the debt is cleared. If the repayment schedule is not met, we reserve the right to reinstate the administrative charge where appropriate.

- 4.5. Where the customer can evidence that they have priority debts such as rent arrears, then this debt should be cleared as a priority, with token payments to the recharge being agreed.
- 4.6. If the debt is not cleared within one calendar month, we will seek to recover the outstanding debt in line with our normal debt recovery procedures. See debt Management Policy.

5. How recharges are raised

- 5.1. Where LCC identify rechargeable repairs works, we will carry out these repairs to maintain our housing stock.
- 5.2. Where a tenant completes work or if the task is specialised such as lighting or heating and employs a specialist in the area concerned to undertake the work required, they must have public liability insurance and be appropriately registered for the applicable trade for example, qualified and registered electricians, gas safety professionals. Where relevant, completion certificates or proof of building regulation approval must be provided to the council. Disposal of waste must also be in line with disposal of waste regulations.
- 5.3. The work must be completed in line with our Lettable Standards accepted by the council and an inspection may take place to ensure this. If it is subsequently found that the works have not been carried out to standard the council retains the right to remove the works and charge the tenant, the full replacement costs.

6. Disputes / exceptions

- 6.1. The Income Manager will fully investigate any disputed rechargeable costs. If after investigation the original costs are upheld, the debtor will be advised that steps will need to be taken to repay the amount owing; or if they remain dissatisfied with this, the decision will be reviewed by Senior Management, their decision will be final.
- 6.2. The cost of a recharge may be waived in exceptional circumstances, (for example, if the resident has evidenced a disability which would mean the recharge was unavoidable, severe mental health issues or learning disabilities).
- 6.3. This would be assessed on a case-by-case basis and the discretion lies with Senior Management and careful consideration will be given to the impact of the decision on similar future challenges.
- 6.4. If damage is caused to a property as a result of domestic violence / violent actions / anti-social behaviour, the tenant(s) will be advised to report the incident to the police and obtain a crime number. A third party (where known) will be pursued for the damage.
- 6.5. LCC will waive the recharge amount if the tenant provides a genuine police crime reference number. These will be verified with the Police before the charge is removed.

- 6.6. A crime reference number will only be acceptable on two occasions, after which the tenant may be charged any rechargeable repairs even when crime reference numbers are supplied. This would be assessed on a case-by-case basis and the discretion lies with Senior Management.

7. Refusal to complete works

- 7.1. The council has the right to refuse to carry out rechargeable works providing that by doing so, we are not putting residents at risk. Reasons for this include requests for additional works where previous payments have not been made or repayment plans have not been kept.

8. End of tenancy repairs

- 8.1. Rechargeable works may be identified at a pre-vacation inspection and the tenant advised to remedy them before the end of the tenancy and vacating the property. In the case of a transfer or an exchange, failure to do so may prevent an exchange or transfer taking place.
- 8.2. Details of the necessary chargeable works identified at the pre-vacation inspection will be recorded on the Void Inspection Report, which should be signed by the inspector.
- 8.3. At the final inspection of a property if any work is required to bring the property back to the required standard, for which the tenant was responsible, an additional recharge will be raised for this, and the former tenant pursued for the cost.
- 8.4. Details of any rechargeable repairs, together with supporting evidence (e.g. dated photographs), should be recorded with the Void Inspection Report.

9. Legal action

- 1.1. Where debtors fail to clear their invoices or make appropriate repayment arrangements to clear outstanding debts, the Charges Officer will, where appropriate, refer the debt to our debt collection agent, Credit G.
- 1.2. When necessary and appropriate, the council will start legal action promptly to recover a recharge debt and also seek an award for the costs incurred. Taking action to obtain a Court Order will only be considered if other attempts to recover a debt have failed.
- 1.3. The council will not take legal action against tenants where repayment agreements have been made and are being kept.
- 1.4. See Debt Management Policy for further guidance.