

Customer Recharge Policy

1.0 Policy Statement

- 1.1 Stonewater aims to provide customers with a high quality, efficient and comprehensive repairs service whilst maintaining properties to a high standard. However, sometimes repairs are required as a result of damage or neglect caused by the customer. Under the common law right to damages for breach of contract, these repairs are rechargeable to customers. Stonewater will pursue recharges from customers as a way of protecting assets and supporting viability.
- 1.2 As a not-for-profit organisation, Stonewater must ensure that monies are used responsibly, supporting investment into our homes, services provided to residents and further the building of new homes. Any monies spent in relation to repair caused by a customer's breach of the tenancy or lease will be recovered to protect this aim.
- 1.3 Customers must take responsibility for the maintenance and cleanliness of their homes in accordance with their responsibilities under their Tenancy Agreement or Lease.
- 1.4 Customers are advised to take out their own Contents Insurance Policy including accidental damage provision to third parties. Customers may be liable to pay through a recharge the excess for claims against Stonewater building insurance where damage is a result of customer action or inaction.
- 1.5 Definitions:
 - Recharge – where we charge the resident for work which is their responsibility e.g. damage, neglect or non-compliance, but which has been carried out by us or resulted in additional costs for us. Stonewater is entitled to make a recharge under the tenancy agreement and/or its right to damages.
 - Contractual Recharge – where we have carried out work instructed by the customer which is the responsibility of them under the terms of their agreement with us, for example under their leasehold/freehold demise.
 - Schedule of Rates – the agreed cost of specific work carried out by a contractor upon which recharges are calculated.
 - Resident – tenants, leaseholders, former tenants, occupiers and any visitors to our communities.
 - Rent Account – the term used to describe the leaseholder or tenant's account with Stonewater, irrelevant of whether rent is due as part of their agreement with us.

2.0 Policy Scope and Objectives

- 2.1 This Policy sets out the circumstances in which customers will be recharged for repairs and other activities. It applies to Stonewater owned homes and

housing managed under contract on behalf of other organisations (unless alternative arrangements apply to managed homes).

2.2 This Policy will ensure that:

- Rechargeable repairs are defined consistently and fairly.
- A clear and consistent message is conveyed to both customers and colleagues regarding the actions that will be implemented in response to damage caused to properties by current or former customers.
- Effective measures are in place to recover costs incurred, and
- Where persistent recharge repairs occur, we will ascertain if there any support needs.

2.3 This includes general needs and retirement living rented accommodation, supported housing, shared ownership and leasehold homes.

2.4 Stonewater may exercise some discretion in the application of this Policy, dependent upon the circumstances of individual residents and in line with our charitable status.

3.0 Regulatory and Legal Considerations

3.1 This policy considers the following legislation;

- Housing Act 1985
- Landlord and Tenant Act 1985
- Housing Act 1988
- Equality Act 2010
- Anti-social Behaviour, Crime and Policing Act 2014

4.0 Policy Details

4.1 When customers sign a tenancy or lease, Stonewater will inform them about the requirement to keep the property in good condition and to report any maintenance issues that are Stonewater's responsibility promptly. It will also be noted that intentional damage or neglect may result in a charge.

4.2 Stonewater seeks to recover repair costs resulting from customer non-compliance during occupancy or after vacating the property.

The cost of recharges

4.3 Recharges will be set at a reasonable rate and include the cost of carrying out the works, based on the Schedule of Rates agreed with contractors. All costs are subject to an administration fee of ten percent plus VAT.

4.4 Stonewater will ensure that recharges are set:

- In a transparent, fair and consistent way.

- To comply with regulatory, legal, and contractual requirements (including tenancy or lease specific terms).
- To ensure and sustain Stonewater's financial viability, maintaining the provision of high-quality housing management and repairs.

Identification of recharges

4.5 Potential recharges will be identified in a number of ways including:

- When a customer reports a repair to the Customer Service Centre.
- When a repairs visit is undertaken.
- When a scheme visit or general property visit is undertaken, for whatever purpose.
- When a pre-termination inspection is completed.
- When the property is empty (a void property).
- By authorised agents of Stonewater.

4.6 Where damage has been caused as the result of a deliberate act, proceedings for Criminal Damage and/or action may be taken against a resident or a third party.

4.7 If a customer or a member of their household, or a visitor causes damage amounting to a breach of tenancy/lease or giving rise to a ground for possession, legal action may be taken such as seeking an injunction, possession proceedings and/or recovery action. Stonewater may also report these incidents to the Police. Examples of this may be:

- Where actions by a resident pose a risk to people or property – for example unauthorised alterations to the gas or mains electrical supply.
- Where damage is wilful and/or extensive.
- Where there has been a history of neglect or damage over a period of time.

4.8 Where damage has been caused by a third party outside of a customer's household, family or visitors it is the customer's responsibility to report this to the Police, and a crime number requested and provided to Stonewater. In such cases a customer may not be recharged. However, Stonewater reserve the right to investigate such circumstances and may impose a recharge if it reasonably considers the customer is liable under the terms of their agreement with us.

What will be recharged

4.9 Works carried out by Stonewater due to non-compliance of the tenancy or lease agreement will be recharged. Stonewater is not obliged to do such works but may exercise its discretion to do so. Examples of recharges include (but are not limited to):

- wilful damage or neglect due to actions of the customer or former customer, household members, pets, invited guests or contractor employed by the customer.
- criminal damage to the property where the customer has not reported this to the Police and does not have a crime reference number.
- damage as a result of vandalism, fire or flood caused by the customer, household members or their guests.
- work needed under the Pest Management Policy due to customer actions or inaction.
- repair or replacement of any item that becomes defective otherwise than due to fair wear and tear.
- removal of items left in communal areas or fly-tipped on Stonewater land.
- removing uninsured, untaxed, or abandoned vehicles from Stonewater property.
- clearing properties or gardens during a tenancy or when the tenancy concludes, including sheds and outbuildings.
- rectifying changes made by the customer that have led to necessary repair work on the property or adjacent properties.
- costs for property damage during lawful warrant execution by Police or authorities, if repair expenses are not recoverable from those responsible.
- legal costs arising from breaches of tenancy or lease, such as anti-social behaviour or failing to allow access to properties for gas or electrical inspections.
- charge fees for out-of-hours or emergency work resulting from inaccurate customer information, unless it is a genuine emergency.
- expenses incurred for repairs requested by leaseholders for items that fall within their own demised premises and areas of responsibility.
- in instances where specialist equipment or materials have been ordered and the customer declines installation or fails to provide access, the cost of such equipment or materials will be recharged accordingly.
- loss of keys or key fobs.
- the cost to change locks and force entry when tenants do not return keys at the end of their tenancy.
- accidental damage due to customer negligence, insufficient care, or inadequate training.

4.10 When tenancy enforcement action results in a legal judgment against a customer, a member of their household, or their visitors, any associated enforcement costs will be recharged. These may include but are not limited to

Stonewater staff and management costs, legal fees, repairs, or additional security measures.

- 4.11 If a customer is involved in a mutual exchange, Stonewater will identify any repairs required at their property prior to the exchange. The outgoing customer can either elect to complete the identified repairs themselves or request Stonewater to carry out the repairs and accept the associated recharge costs.
- 4.12 Examples of where a recharge may be applied or where the customer can carry out the repair or replacement works themselves at their own cost include:
- boarding up broken windows.
 - re-glazing windows.
 - forced entry because of lost keys.
 - supplying, fitting and/or repairing additional locks.
 - repair due to unauthorised DIY, such as wall removal.
 - decent homes components requiring replacement outside of their planned lifecycle.
 - repeated repairs due to customer actions, such as blocked wastepipes.
- 4.13 If a customer requests permission to complete repairs themselves, Stonewater will expect the work to be finished within 25 working days of reporting or within any shorter period set by Stonewater. Stonewater may inspect the completed repairs for quality.
- 4.14 If a repair is urgent, poses a health or safety risk, or may cause further property damage, the customer may not be allowed to complete the work themselves if they cannot do so promptly or safely.
- 4.15 If a customer is allowed to perform the works, they must make the area safe and complete repairs within Stonewater's timescales or any shorter period specified. If not, Stonewater may exercise its discretion to do the repair, recharge the resident, or take action for breach of tenancy or lease.
- 4.16 Stonewater will not recharge customers in the following circumstances:
- to the family of a customer who has passed away if there is no estate.
 - when a customer goes into residential care and has no means to pay.
 - where damage has arisen due to the customer being a victim of a crime, and who has reported the crime to the Police and obtained a crime reference number or valid supporting evidence from the Police.
 - any damage caused to the home of a customer by someone behaving in a racist or anti-social way, where incidents are reported to Stonewater as an

act of anti-social or racist behaviour and which have been reported to the police as above.

- any damage caused due to an incident of domestic abuse, not perpetrated by the customer.
- works that are required due to fair wear and tear of the property as defined by component lifecycles.
- if an item is faulty, such as a key security fob which needs replacing and it is returned to Stonewater.
- items left in an empty property, such as carpets and fitted wardrobes, where this has been agreed by Stonewater, for example, for use by the next tenant.
- where Stonewater has agreed that it would be a reasonable adjustment not to recharge the customer, the customer having been identified as a vulnerable person under our vulnerable persons policy.
- items of repair to communal spaces which are deemed to more suitably recovered through service charges.

4.17 Rented properties only: No recharges apply for approved improvements and alterations if a Stonewater surveyor inspects and confirms completion in writing. However, if permission requires the property to be restored at tenancy end, this exception does not apply and Stonewater shall be entitled to recharge the costs of making good if the tenant fails to restore the property at the end of the tenancy.

In Tenancy recharges – Rented only

4.18 Tenants may request that Stonewater undertake repairs which are generally considered the tenant's responsibility. These typically involve fixtures and fittings that were in good working condition at the start of the tenancy. Such repairs, including addressing damage or replacing items such as bath panels, internal doors, toilet seats, and locks lost due to misplaced keys, fall under this category.

4.19 If a tenant requests Stonewater to carry out a repair they are responsible for, and Stonewater exercises its discretion to approve such works, the works will only be completed after full payment is received.

4.20 If a repayment payment plan is agreed between Stonewater and the tenant for manageable instalments, once the repair cost is fully paid, the repair will be scheduled. The tenant must sign a "Promise to pay" agreement, recorded on their Rent Account and monitored by the Income Officer.

Emergency Repairs

4.21 Where emergency or urgent repairs are necessary, Stonewater will complete such repairs promptly.

- 4.22 If an emergency repair is rechargeable, the customer will be informed of the cost and asked to pay in advance where possible. If immediate payment isn't feasible (e.g., their payment method is inaccessible), they will still be advised that they will be recharged for the repair.
- 4.23 Emergency repairs are those that pose immediate risks to residents, the public, or property if not addressed. Examples include hazardous electrical faults, preventing further escape of water in major water leaks or bursts, and security issues.

Persistent recharges

- 4.24 Stonewater will monitor rechargeable repairs data to quickly identify customers who repeatedly damage property or request lock changes, so appropriate support and/or tenancy action can be provided or taken to prevent further incidents.

Customer Support

- 4.25 If Stonewater becomes aware that a customer has support needs, where proportionate it will provide further guidance, assistance and signposting to help the customer to maintain their tenancy or lease. This support may be delivered by our internal teams or through referral to an external agency.
- 4.26 Affordable payment plans are offered to help customers facing financial hardship.

Tenancy Terminations (Rented customers only)

- 4.27 A property should be left clean, tidy, empty and in a condition that an outgoing resident would expect to find the property at commencement of their tenancy.
- 4.28 Where residents are vacating the property, Stonewater will remind them of their obligations as part of their tenancy termination letter, vacating instructions and exit interview.
- 4.29 Any rechargeable repairs that are outstanding once the property is vacated will be repaired by Stonewater and charged to the outgoing resident. This will also include costs of clearing out and cleaning properties, sheds, outbuildings and gardens on termination of tenancy.
- 4.30 Stonewater will consider terms of the tenancy agreement, and where relevant consider any guidance under the Landlord and Tenant Act 1985 and the Tort (Interference with Goods) Act 1977, in relation to items left within the property and may recharge storage/sale/disposal costs of items to the outgoing customer.

Recovery of recharges

- 4.31 All rechargeable repairs will be communicated with customers within 1 week of their application to their rent account and the payment will be required within 14 days of service unless otherwise agreed.

- 4.32 Stonewater have the discretion to negotiate payment terms in cases of severe hardship, where the resident is not able to access funds to pay the full amount at one time.
- 4.33 If there are multiple debts owed by a resident, then payment of rent or lease arrears will remain the priority debt.
- 4.34 If recovery attempts fail, Stonewater will assess the debt and may use a debt collection service or seek a money judgment and/or possession order from the court. Associated costs, such as administration, court and solicitor fees, debt collection charges, and VAT, may be charged to the customer.
- 4.35 If a customer already has outstanding arrears, any recharge that can't be recovered won't be passed to a debt collection agency. This follows our debt collection process and helps prevent risks to their tenancy or lease.
- 4.36 If debts are irrecoverable or uneconomical to pursue, they will be written off according to Bad Debt Write Off procedures and financial regulations. Customers who breach tenancy or lease conditions may be suspended from future property allocations.
- 4.37 Non-payment of recharges constitutes a violation of tenancy conditions and will be documented in tenancy conduct references provided to other social housing organisations.
- 4.38 Non-payment of recharges may affect a customer's eligibility to transfer or exchange accommodations, as well as their ability to purchase a property through any Right to Buy, Right to Acquire, or Rent to Buy, and to complete the sale process.

Appeals process

- 4.39 Current and former customers have the right to challenge repair recharges within 10 working days. Such requests will be considered by the relevant operational manager.
- 4.40 Customers also have the option to take advice from an independent source such as Citizens Advice, a Law Centre or Solicitor.

Complaints

- 4.41 Complaints from customers made about the Stonewater recharge service will be dealt with in line with our Complaints Policy.

Data Sharing

- 4.42 Stonewater may share customer data to third parties such as the Local Authority or Police in pursuit of the deliverance of this policy. We will only share and disclose information when the law permits and in-line with the General Data Protection Regulations.
- 4.43 Any information disclosed to Stonewater will be dealt with confidentially and only gathered as necessary in line with General Data Protection Regulations.

4.44 Further information on how we use and share customer data can be found in our Data Protection Policy.

5.0 Service Standards

5.1 Compliance with this policy and the relevant legislation and regulations will be monitored.

5.2 Stonewater will monitor the impact on customers and Stonewater's recovery levels, to inform our further decisions.

6.0 Equality, Diversity and Inclusion

6.1 We will apply our Customer Recharge policy consistently and fairly and will not discriminate against any person on grounds of their age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, sexual orientation or any other matter that may cause a person to be treated with injustice.

7.0 Related Policies

7.1 Policies that should be read in conjunction:

- Access to Housing Policy
- Adaptations Policy
- Antisocial Behaviour Policy
- Income Management Policy
- Service Charge setting and review Policy

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