



First Priority Housing Association
Tenant Recharge Policy

Scope	The policy applies to all of First Priority Housing Association's properties
Policy relates to	Arrears Policy Repairs and Maintenance Policy Rent and Service Charge Policy
Version	1.0
Release Date	20 April 2026
Responsible Officer	Chief Executive Officer
Review Frequency	No more than 3 years
Review Date	1 April 2029

1. Introduction

- 1.1. This document sets out the approach to the management of tenant recharges.
- 1.2. Tenants are responsible for keeping their homes in a reasonable condition in line with their tenancy agreement and the overall aim of this policy is to support the efficient and effective maintenance of our homes.
- 1.3. Where we incur repair costs that are caused by tenants not looking after their homes or by tenants not fulfilling their repairing obligations as outlined within their tenancy agreement, the cost of these remedial repairs will be recovered from the tenant. This is known as a tenant recharge.
- 1.4. The policy will be applied in a fair and consistent manner and will give our tenants a clear understanding of FPHA's approach to recharging any costs deemed to be their responsibility.
- 1.5. We deliver specialised supported housing and work closely with our partners to support tenants to sustain their tenancies. This includes adhering to the terms of their tenancy agreement and in this case, their repairing responsibilities. It is important tenants are supported to be accountable for their actions and also, ensure the support in place is helping them to sustain their tenancies with us.
- 1.6. As many of our tenants do not have full capacity, the focus on the support provided to them is heightened. All Support Providers are expected to enter into a relevant Service Level Agreement with FPHA to be able to deliver services in our homes. This includes responsibility for reporting repairs or any concerns about our tenants' behaviour that could be resulting in property damage.

2. Purpose

- 2.1. The purpose of this policy is to:
 - Support the efficient and effective maintenance of FPHA's housing stock.
 - Inform tenants of their responsibilities at tenancy sign up and throughout their tenancy
 - Apply recharges in a fair yet transparent manner
 - Recover wherever possible, all costs associated with tenant recharges.

3. Instances that can lead to tenant recharges

- 3.1. Damage/ Repairs to property and fittings.
 - Where the tenant has failed to or refuses to undertake a repair which is their responsibility and FPHA has decided it is necessary to carry out the repair
 - Where, in the opinion of FPHA, the tenant has undertaken a repair but failed to carry out the work to an acceptable standard or the work is unsafe
 - Where, following the tenant undertaking a home improvement or alteration, FPHA deems it necessary to undertake remedial work to bring the property back to a satisfactory or safe standard/ return to its original condition

- Where it is necessary for FPHA to repair any damage caused by wilful abuse (e.g. fist put through a door or wall) or negligence (e.g. a blocked sink due to the build-up of food or cooking fat) which was caused by the tenant themselves, anybody living with them or any invited visitor to their home
- Where we have agreed to undertake the repairs on the tenant's behalf (see section 2.5)
- Where the tenant has caused damage to the communal areas.

3.2. Keys

- 3.2.1. The cost of replacing lost or broken keys (to windows and doors) and key fobs to communal entrances.

3.3. Pest Control

- 3.3.1. If pest control is required for an infestation in the tenant's bedroom
- 3.3.2. If pest control is required due to a tenant's actions (e.g. leaving rubbish outside not correctly stored in a bin).
- 3.3.3. If pest control is required due to a tenant having a pet within the home.
- 3.3.4. For clarity Pest Control can include but not limited to fleas, bed bugs, rats, mice, wasps, moths, ants and cockroaches.
- 3.3.5. For clarity FPHA can hold tenants responsible for costs for pest control should the pest problem have extended into communal areas from a tenant's bedroom.

3.4. Moving out

- 3.4.1. Outstanding matters when the tenant moved out including but not limited to
- 3.4.2. Removal, storage and disposal costs of the tenants' possessions where they have been left in the property after the tenancy has ended
- 3.4.3. Cleaning and clearance costs if the tenant has failed to leave the property (including garden/ external space) in a reasonable state of cleanliness and clear of rubbish
- 3.4.4. Any works required at the end of the tenancy to return the property to its original condition, where these works are the result of the tenant's failure to undertake repair work that was the tenant's responsibility or work required to return the property back to its original condition following alterations/ improvements undertaken by the tenant without FPHA's written consent.

3.5. Communal areas.

- 3.5.1. Issues in the communal areas (outside of the front door of the property) including but not limited to.
- 3.5.2. Clearance of large items of furniture or removal of other waste which has been dumped or fly tipped and where FPHA has incurred costs in dealing with this matter.

- 3.5.3. Where a vehicle has been abandoned on land or property owned by FPHA and we incur costs when requesting the ownership details from the DVLA and arranging for the vehicle to be removed.
- 3.5.4. Damage to any property and fittings in shared areas of the home, outside of the tenant's personal bedroom.

4. Instances where tenant recharges do not apply

- 4.1. For clarity FPHA will not hold tenants responsible for remedial works that are required as fair wear and tear or for the replacement of components that have simply come to the end of their shelf life.
- 4.2. FPHA will also not hold the tenant responsible for remedial repair works which are a result on a criminal act perpetrated against the tenant and where the matter has been reported to the police and there is a crime number.
- 4.3. Benefit claims. This helps us to provide good levels of support to tenants in resolving any issues or queries with their Housing Benefit claims.

5. Assessment and recovery of tenant recharges

- 5.1. We will consider all reasonable action to recover recharges from the tenants.
- 5.2. Where the resident has multiple debts with FPHA, we will ensure the payment of rent or rent arrears takes priority for repayment.
- 5.3. Under special circumstances where the tenant is vulnerable, we may agree to carry out the required works where the tenant is unable to do so.
- 5.4. Wherever we undertake recharge work we will inform the tenant of the basic costs and will add to this a 15% administrative charge.
- 5.5. Where payment for a previous rechargeable repair is outstanding, we may refuse to carry out future repairs until the debt is paid, unless FPHA considers it in its own best interests to do so, e.g. the problem is affecting the health and safety of other residents
- 5.6. FPHA may exercise discretion not to recharge the tenant when, in our opinion, it is reasonable to do so (see section 6.8)

6. Method statement

- 6.1. Informing residents of their responsibilities
 - 6.1.1. FPHA (or the Care Provider acting on their behalf) will inform tenants of their responsibilities at tenancy sign up, through the tenant's handbook and via information on our website.
- 6.2. Reporting repairs
 - 6.2.1. Where a tenant reports a repair/damage we will firstly assess whose responsibility the repair is. If this is the tenant's responsibility, we will advise the tenant of this.
 - 6.2.2. Where a repair is identified by one of our contractors whilst on site as being a rechargeable repair, due to tenant accidental damage, neglect or wilful abuse, the operative will either

- Advise the tenant to contact FPHA's office to discuss the matter
- Give the tenant the option to carry out the repair themselves; or
- If there is a health and safety risk and the tenant is unwilling or is unable to complete the repair themselves, the operative will advise the tenant that the repair will be made safe and that the tenant will be recharged.
- If the resident elects to undertake the repair themselves, FPHA may later inspect the work that has been undertaken to ensure it is of an acceptable quality and standard.

6.2.3. If the resident elects to undertake the repair themselves, it is to be completed in the same timeframe as would be expected of FPHA carrying out the repair

6.3. Exceptions where FPHA will undertake repairs that are the tenant's responsibility.

6.3.1. FPHA may consider undertaking repair works that are the tenant's responsibility if one of the following exceptions applies:

6.3.2. Works are required immediately on the grounds of health and safety.

6.3.3. The property is empty and has been vacated by the previous tenant

6.3.4. FPHA has agreed to carry out the repair as the tenant is considered vulnerable

6.3.5. FPHA is not satisfied that the repairs the resident has undertaken are of sufficient quality and standard

6.3.6. FPHA considers in its opinion that it is in FPHA best interests to do so e.g. to prevent further damage to FPHA's property.

6.3.7. In these circumstances FPHA will recharge the tenant where it has carried out a rechargeable repair unless it considers it inappropriate to do so (see section 6.8)

6.4. Consent and cost

Consent - where FPHA agrees to carry out a rechargeable repair it will require the tenant to confirm in writing/ by email, agreement to the costs of the works before the works are undertaken. Due to the client group, this consent can come from a financial appointee acting on the tenant's behalf.

6.4.1. Cost - wherever possible, if FPHA has agreed to undertake the rechargeable repair, we will make it clear to the resident or their representative prior to works commencing what the anticipated costs are likely to be, including our 15% administrative charge.

6.5. Inspection of repairs

6.5.1. Where the tenant has undertaken repairs FPHA may inspect the repair to satisfy itself that the repair was undertaken to both a satisfactory quality and standard and where repairs fail to meet our standard, FPHA may carry out required works to bring them up to the standard and will recharge the full costs to the tenant.

6.6. Moving out

6.6.1. To avoid disputes when a tenant is moving out, we will carry out an inspection following the receipt of the tenants notice of intention to vacate (tenants are required to give 4 weeks notice). At this inspection we will take photographs and confirm to the tenant what standard we expect the property to be returned to us in, including identifying any remedial repair and redecoration work required by the tenant in order to meet this standard. We will visit the tenant on the last day before the tenant vacates and will inspect the property to ensure any work has been undertaken. We will look to recover costs for any tenant repairing responsibilities that have not been addressed.

6.6.2. Once the property is vacated, if the property including the garden/ any balcony areas which form part of the property are not left clear of rubbish and in a clean and tidy condition we will seek to recharge the tenant the cost of any remedial work required including rubbish clearance as indicated in section 2.2.4 above.

6.7. Court Costs

6.7.1. If it is necessary for FPHA to take legal action to recover the costs of rechargeable repairs/ remedial works to rectify damage caused by tenants, we will recharge the tenant for these costs, including court costs and the cost of enforcement action.

6.8. When we may exercise discretion not to recharge

6.8.1. FPHA recognises that there are circumstances where we may not recharge a tenant where we are entitled to do so. Whilst this is not an exhaustive list, the following are examples where we may exercise discretion

6.8.2. The family of a tenant who has passed away where the tenant leaves no estate.

6.8.3. Where a tenant goes into residential care and has no means to pay

6.8.4. Where a tenant has been a victim of a serious crime and who has reported the crime to the police, obtained a crime reference number or valid supporting evidence from the police

6.8.5. Any agreement not to recharge will be made by FPHAs CEO and Director of Operations and will be recorded in writing and reported as part of the monitoring.

7. Payment of tenant recharges

7.1. FPHA will expect payment including any administrative charges in full as soon as the recharge bill is sent to the tenant. Where this is not possible, because the tenant is in receipt of welfare benefits, we will consider reasonable scheduled payment options.

8. Complaints

8.1. Where the tenant has a complaint on the delivery/ application of this policy they may make a complaint through FPHA's complaints policy.

9. Reporting and monitoring

9.1. The effectiveness of this policy in terms of the amount of income collected in relation to the amount of rechargeable repairs invoiced and will be monitored as part of the Arrears Policy.

9.2. This policy will be monitored by the Head of Housing who will review this policy periodically as set out above capturing best practice, customer feedback and legislative changes to inform this review.

1. Equality and diversity – impact assessment

Protected characteristic		Explanation (if required)	Controls
Is it likely that the policy could have a positive or negative impact on minority ethnic groups? What evidence (either presumed or otherwise) do you have for this?	Y	Tenants where English is not a first language could struggle to understand tenant recharge information when it is presented to them.	<p>We will have the ability to translate documents where required.</p> <p>We will work with Support Providers to understand the best way to communicate the information.</p> <p>Where there are financial appointees in place, we will contact them as part of our early intervention.</p> <p>We will also consult with Social Workers (when possible) to make them aware of the arrears and the risk to the tenancy if left unresolved. They may have additional resources that can help to resolve issues and communicate effectively with the tenant.</p>
Is it likely that the policy could have a positive or negative impact due to gender (including pregnancy and maternity)? What evidence (either presumed or otherwise) do you have for this?	N		
Is it likely that the policy could have a positive or	Y	It is possible this Policy could have an adverse	We will identify arrears cases and apply early

<p>negative impact due to disability? What evidence (either presumed or otherwise) do you have for this?</p>		<p>impact on our tenants due to their capacity challenges. This may mean they struggle to understand tenant recharge when it is presented to them and may struggle to engage in legal processes (in the event we reach that stage).</p> <p>Tenants who do not have capacity may not be aware of the damage they have caused and the consequence of them being recharged.</p>	<p>intervention. Communication will always be made available in Easy Read.</p> <p>We will work with Support Providers to understand how best to communicate with our tenants and how to resolve any issues.</p> <p>Where tenants have a financial appointee, we will contact them as part of our early intervention to make them aware of the situation and discuss solutions.</p> <p>We will also contact Social Workers (where possible) to make them aware of any legal action being taken or concerns about the tenant's ability to sustain their tenancy.</p>
<p>Is it likely that the policy could have a positive or negative impact on people due to sexual orientation? What evidence (either presumed or otherwise) do you have for this?</p>	N		
<p>Is it likely that the policy could have a positive or negative impact on people due to their age? What evidence (either presumed or otherwise) do you have for this?</p>	N		
<p>Is it likely that the policy could have a positive or negative impact on people due to their religious belief (or none)? What evidence (either presumed or otherwise) do you have for this?</p>	N		
<p>Is it likely that the policy could have a positive or negative impact on people with dependants/caring</p>	N		

responsibilities? What evidence (either presumed or otherwise) do you have for this?			
Is it likely that the policy could have a positive or negative impact on people due to them being transgender or transsexual? What evidence (either presumed or otherwise) do you have for this?	N		
Is it likely that the policy could have a positive or negative impact on people due to their marital or civil partnership status? What evidence (either presumed or otherwise) do you have for this?	N		