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# **Rechargeable Repairs Policy**

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**Version 6 – May 2026**

# Rechargeable Repairs Policy

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# Rechargeable Repairs Policy

## 1. Introduction

- 1.1. North East Derbyshire District Council (NEDDC) and Rykneld Homes (RHL) Tenancy Agreement allows for customers to be recharged for repairs or replacement if damage occurs to properties as a result of carelessness, wilful actions or neglect by customers, members of the household and/or visitors.
- 1.2. This applies to current customers with day-to-day repairs or in cases where a repair or replacement has been necessary, to bring a property up to the standard satisfactory for reletting and the work required is in part due to the actions of the former customer.

## 2. Objectives

- 2.1. The overall aim of the Rechargeable Repairs Policy is to contribute towards the efficient and effective management of NEDDC and RHL's housing stock. It will assist RHL in providing well-maintained houses for all customers and ensure that expenditure is managed effectively.
- 2.2. The specific objectives of the Rechargeable Repairs Policy are:
  - To give clear guidance on the reasons customers will be recharged
  - To give clear guidance on the circumstances where discretion will be exercised
  - To outline the process for recharging repairs
  - To inform customers of payment arrangements
  - To inform customers of the action that may be taken if payment is not made
  - To give clear guidance on the appeals process.

## 3. Definition of a Recharge

- 3.1 We will define rechargeable repairs as a repair, replacement or clearance work that is necessary due to one or more of the following reasons:
  - Wilful damage
  - Neglect due to actions of the customer or former customer
  - Misuse
  - Abuse
  - Making good any alterations carried out by the customer where approval hasn't been given by RHL to carry out such works that have caused damage to the property or the neighbouring property or poses a health and safety risk.

- 3.2 General wear and tear will account for the majority of repairs that are reported by customers with many fixtures and fittings reaching the end of their practical life span. These repairs are not rechargeable.
- 3.3 Rykneld Holmes will recharge for replacement/loss of key fobs and/or lock changes. This is an upfront charge and payment will be requested prior to work or issuing the fob.
- 3.4 The customer will be responsible for rechargeable repairs that arise out of the actions of others who live at or visit the property or an employed contractor.
- 3.5 Recharges can also arise from a RHL Officer carrying out a transfer inspection prior to a housing application being registered, an allocation taking place, or when a property becomes vacant. Housing applications may be suspended if recharges on inspection amount to above £500.
- 3.6 Rykneld Homes will recharge a customer should they abuse the emergency call out service e.g. when a repair is not really an emergency, but has been reported as one.
- 3.7 Rykneld Homes reserve the right to recharge for persistently missing appointments without calling ahead at least 24 hours (Monday to Friday) prior to the appointment to cancel or rearrange. Missing appointments or refusing access may also result in RHL taking legal action to ensure we meet our legislative obligations.

## **4. Recharging**

- 4.1 We will aim to identify whether or not a repair is rechargeable at the initial reporting stage and the customer will be informed at this point. Full payment will be taken straightaway unless there are any vulnerabilities or extenuating circumstances that need taking into consideration.
- 4.2 As an organisation, we have a duty to assess a customer for vulnerability and ability to pay to ensure that undue hardship is not suffered. Any charges to be applied will undergo an assessment before being enforced or method of collection agreed.
- 4.3 Each case will be assessed and discretion to waiver the recharge may be exercised. This will depend on the circumstances affecting the individual case.
- 4.4 Where the tenancy is still active, and a rechargeable repair has been identified, RHL will give the customer the opportunity to fix the repair themselves within an agreed timescale. Rykneld Homes will arrange an inspection on repair completion to ensure a satisfactory standard has been undertaken. If unsatisfactory, RHL reserve the rights to complete the repair and recharge for the works.
- 4.5 If the recharge is for a lock change and/or Key Fob replacement which is under £100 the customer, subject to a vulnerability assessment, will be asked to pay up front at the time of the call.
- 4.6 If the recharge is for a missed appointment/s which is under £100, an invoice will be raised and sent to the customer.
- 4.7 Where RHL have taken Court action in order to gain access to carry out health and safety obligations or identified hazards, e.g. gaining access to carry out a gas service, the customer will be recharged in full for any repair or replacement.

- 4.8 If damage occurs at the property as a result of the Police gaining access due to criminal activity or suspected criminal activity, the customer will be charged in full for the repair or replacement.
- 4.9 When a customer gives notice to terminate their tenancy, arrangements will be made for a pre-termination inspection of the property. The inspection will seek to identify any rechargeable repairs which are the responsibility of the customer.
- 4.10 The customer will be given the opportunity to complete any necessary repairs before the tenancy ends and a further Inspection visit will be carried out prior to the keys being returned to RHL.
- 4.11 If such defects are not remedied prior to the end of the tenancy, or if the work is not of an acceptable standard, this will be picked up during an inspection of the empty property and recharged at this point. If a recharge is appropriate, RHL will notify customers in writing.

## **5. Circumstances for Not Charging**

- 5.1 A recharge will not be applied in the following circumstances:
- Where the debt is under £100.00 incl VAT, unless it is an 'upfront charge' such as a lock change, replacement key fob or is for a missed appointment (see section 4.5/4.6 above)
  - To the family of a customer who has passed away
  - When a customer goes into residential care and has no means to pay
  - Where a customer has been the victim of a serious crime or criminal damage, and who has reported the crime to the Police and obtained a crime reference number or valid supporting evidence from the Police
  - Any damage that is a result of Domestic Abuse
  - Damage caused to the property by emergency services unless further investigations show your actions are deemed purposeful or neglectful
  - Where a customer assessment decision has been made not to recharge due to confirmed vulnerabilities and individual circumstances of the customer and the household.

## **6. Recharge Payments and Invoicing**

- 6.1 Rykneld Homes will write to the customer/former customer confirming details of the rechargeable repairs, including the approximate amount owed. Once the works have been completed an accurate invoice will be raised and sent to the customer.
- 6.2 The customer has 30 days to respond to the notification letter and invoice and arrange payment of the repair. If no response is received within 30 days, RHL will follow up with reminder letters (one per month for three months). If the customer fails to meet the terms of the agreement after three months, RHL will pursue the payment through a debt collection agency and/or a Money Judgement Order.
- 6.3 Rykneld Homes recognise that in some circumstances repayment of the full amount of the recharge would cause excessive financial hardship for the customer. In these

circumstances, a reasonable and affordable repayment plan will be agreed by instalments. This assessment will be based on the customer's financial circumstances and confirmed in writing.

- 6.4 Once the full payment has been received by RHL, the tenancy records will be updated and the customer notified.
- 6.5 If full payment is not received or an agreed repayment plan is not in place and being adhered to, RHL reserves the right to take the case to Court for a Money Judgement Order. The Order will give formal acknowledgement of the debt and the customer's legal obligations to pay.

## **7. Appeals Process**

- 7.1 Current and former customers have the right to dispute a recharge if they feel it is unreasonable by lodging an appeal. This can be in person, by telephone, in writing or by email giving details why they disagree with the charge or by completing the Customer Appeals Form within 14 days of receiving notification of the recharge.
- 7.2 This will be considered by the appropriate Service Manager, should the customer still be unhappy with the decision made then they can use the Complaints procedure thereafter.
- 7.3 The appeal will be acknowledged within three working days of receipt. The appropriate responsible Manager will have 28 days to consider the appeal and provide a full response to the customer, ensuring that the system is up-dated and the Finance team informed of the decision.

## **8. Equality and Diversity**

- 8.1 Rykneld Homes operates an Equal Opportunities Policy which applies to all aspects of RHL's service provision to ensure fair and non-discriminatory practice.
- 8.2 Rykneld Homes is required to understand and respond to the diverse needs of its customers by:
  - Treating all customers with fairness and respect
  - Demonstrate that they understand the different needs of customers, including in relation to the equality strands, and customers with additional support needs
  - Assess the impact of policies and services to ensure that no-one is disadvantaged through their delivery.
- 8.3 Please refer to the RHL Equality, Diversity and Inclusion Policy, together with our Delivering Services to Vulnerable People Policy.

## **9. Performance Monitoring**

- 9.1 Indicators, including recharges raised and collection of payments, will be developed as part of the comprehensive performance framework.

## **10. Policy Review**

- 10.1 The Rechargeable Repair Policy should be reviewed every two years or if there is significant alteration in the approach that RHL would like to take in relation to Rechargeable Repair Policy and practice.

## **11. Contact**

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|-------------------------------------|-----------------------------------------------------------------------------------------------------------------------------------------|
| <b>Title:</b>                       | Rechargeable Repairs Policy                                                                                                             |
| <b>Author(s):</b>                   | Head of Neighbourhoods                                                                                                                  |
| <b>Version №:</b>                   | 6                                                                                                                                       |
| <b>Status – Draft or Final:</b>     | Final                                                                                                                                   |
| <b>Consulted Parties:</b>           | Voids Manager<br>Rents Manager<br>Neighbourhood Managers<br>Finance Manager<br>Head of Property Services<br>Customer Experience Manager |
| <b>Consultation Period:</b>         | 2026                                                                                                                                    |
| <b>Date Approved:</b>               | By Senior Management Team – 11 May 2026                                                                                                 |
| <b>Review Date:</b>                 | 2 years – May 2028                                                                                                                      |
| <b>Review to be Carried out by:</b> | Head of Neighbourhoods<br>Head of Property Services                                                                                     |

| <b>Version</b> | <b>Author</b>                                           | <b>Date</b>   | <b>Changes</b>                                                                       |
|----------------|---------------------------------------------------------|---------------|--------------------------------------------------------------------------------------|
| V1.0           | Maintenance Manager                                     | November 2009 | Final Draft approved by Board Governance and Audit – 01.12.09                        |
| V2.0           | Community Involvement Officer                           | June 2015     | Discussed at IDG on 19.03.15 and 04.06.15<br>Final Draft approved by SMT – July 2015 |
| V3.0           | Head of Neighbourhoods                                  | October 2015  | Point 3.10 amended                                                                   |
| V4.0           | Neighbourhood Manager –<br>Service Development          | June 2018     | Final Draft approved by SMT – 18.05.18                                               |
| V5.0           | Head of Neighbourhoods and<br>Head of Property Services | May 2026      | Final Draft approved by SMT – 11.05.26                                               |
| V6.0           | Neighbourhood Manager                                   | 21 May 2026   | Amendment to point 5.1 (page 5) – replaced “+ VAT” to “incl VAT”                     |
|                |                                                         |               |                                                                                      |
|                |                                                         |               |                                                                                      |

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