

Annex 1



Tonbridge and Malling Borough Council

Housing Services

Temporary Accommodation Recharge Policy

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Contents

Section	Title	Page number
1	Introduction	3
2	Aims and Objectives	3
3	Policy principles	3
4	Identifying Rechargeable Repairs	4
5	Rechargeable Repairs – Deliberate, accidental or Negligent Damage	4
6	Rechargeable Repairs – Void Properties	5
7	Other Rechargeable Repairs	5
8	Calculating the Cost and Payment of Recharges	6
9	Enforcement	6
10	Dispute and Exceptions	6
11	Equalities and Diversity	7
12	Complaints	7
13	Review	7

1. Introduction

1.1 Tonbridge and Malling Borough Council (TMBC) are committed to providing a cost effective and efficient temporary accommodation service whilst meeting its legal obligations. This Recharge Policy sets out what current and former occupants of temporary or interim accommodation provided by us may be charged for and how we will make these recharges where an occupant causes damage to the Council's own accommodation.

1.2 The Council's temporary accommodation agreements confirm the requirement for occupants to take reasonable care to prevent damage to the property, decoration, fixture and fittings, furniture (if applicable), communal areas and neighbouring properties.

1.3 The Council recognises that most occupants understand their responsibilities and will look after properties provided. However, there are a small number of occupants who do not take responsibility for ensuring they comply with the terms and conditions of their agreements. This Policy ensures that those who are using the temporary accommodation accept a liability for the repair of items which have been caused by wilful damage or carelessness of the applicant, by their family or any visitors to the property, and by any pets, or pests. This will include reinstatement work where an applicant has made unsatisfactory improvements and the clearance of rubbish but excludes fair wear and tear.

2. Aims and Objectives

2.1 The aims of this Policy are to:

- Promote a responsible attitude from occupants towards their temporary accommodation property.
- Proactively through the provision of information and support and reactively by ensuring that costs, where justified, are pursued from those who are negligent or deliberately cause damage.
- Ensure rechargeable items are set out with transparency, clearly communicated and dealt with efficiently and fairly.
- Recover the costs of rechargeable items, where justified, from current and former occupants in temporary accommodation.
- Maximise the recovery of debts owed relating to rechargeable items in the interest of both the Council and its clients whilst having regard to the Council's overall statutory duties (including to vulnerable persons) such as through the provision of affordable repayment plans.

3. Policy principles

3.1 Where an applicant has non-priority debts owed to TMBC, it is expected that rents and council tax will always be paid before any other debts accrued in line with this policy.

3.2 The council will take into consideration the individual circumstances of a household including but not limited to the health, social, emotional and financial issues of the household and will have the ability to exercise discretion in the discharge of this policy and the recovery of any monies owed.

3.3 The Council also reserves the right to charge those in our temporary accommodation for damage caused to other properties.

4. Identifying Rechargeable Repairs

4.1 Repairs that the Council may charge for will be identified as set out below. This is not an exhaustive list, and repairs may be identified in other areas. Where they are identified, they will be dealt with in line with sections 8 and 9 of this document.

- Through regular inspections of properties. TMBC operates a programme of inspections of all properties occupied by those who have approached TMBC for assistance with their homelessness. The aim of these inspections is to ensure good quality and safe accommodation is being provided and to minimise damage and prevent costly repairs being required.
- Through reports from contractors or other Council employees. Where concerns are identified they will be reported back to the Accommodation Service who will in turn then make an additional inspection before any consideration of charging is considered.
- Through information received by external bodies, such as the Police or Social Services. Following any such information being received the Accommodation Service will attend the property to confirm any repairs required before any decision is made on charging.
- Through self-reporting, where occupants report repair issues to the Council. We will then decide based on the information presented, and the client's circumstances, when considering whether a repair is rechargeable.
- Through third party reports where others such as neighbours raise concerns or report repair issues to the Council. In such cases the Council's Accommodation Service will attend the property to confirm any repairs required before any decision is made on charging.

5. Rechargeable Repairs – Deliberate, accidental or Negligent Damage

5.1 Rechargeable repairs may be imposed for repairs caused by but not limited to any of the circumstances listed in sections 5, 6 and 7. Decisions will be at the discretion of the Senior Accommodation Officer or other Officer nominated by the Head of Housing & Health or the Housing Solutions Manager. Rechargeable repairs may be necessary in the following circumstances:

- As a result of malicious actions (whether the perpetrator is known or not). This must be reported promptly to the police and a crime reference number obtained. Police incident numbers will be accepted in certain circumstances at the discretion of the Council.
- Following malicious damage, which has not been reported to the Police or has not been classed as a crime by the Police (e.g. wilful damage caused by occupants, their visitors or pets to any part of the property or communal areas through an act of violence or mistreatment).
- As a result of accidental damage, each case will be considered on its merits, and discretion may be exercised depending on the circumstances, for example, where vulnerable persons are involved. Before a charge is raised, the circumstances of the resident to be charged will be considered in all cases, considering the protected characteristics under the Equality Act 2010 as well as their vulnerability and whether proceeding with the charge is appropriate and, in the Council's, best interests.
- The cost of removing graffiti and rectifying damage where this has been carried out by the occupants or visitors to the property.
- As a result of negligence by an occupier where this impacts on another occupant or neighbour. In such cases the repair to the affected property shall be dealt with in the normal way but a charge will be sent to the occupier responsible for the damage

caused. An example of this could be because of water leaking into the property or properties below which has been caused due to a deliberate or neglectful damage.

6. Rechargeable Repairs – Void Properties

6.1 The Council will charge former occupiers in line with sections 8 and 9 of this Policy for the cost of making good any damage, replacement of missing fixtures and fittings, unauthorised alterations and removal of anything left in the property or garden at the end of the occupation. Allowance will be made for expected fair wear and tear.

6.2 Particular attention will be given to:

- Missing items (such as fire doors, white goods or furniture)
- Property alterations
- Damage other than fair wear and tear
- Clearance of rubbish etc.
- Clearing out of lofts
- Clearing gardens including removal of sheds
- Removal or lopping of trees where it is the occupant's responsibility and has not been maintained

6.3 An inspection will be carried out on commencement of occupation. Then when the occupation period ends, a final inspection of the property will be carried out by the Council's Accommodation Service before the property is vacated to ensure all repairs that may need to be charged for have been identified at the time of the occupation ending. Where it has not been possible to carry out an exit inspection, an inspection will be carried out as soon as possible after the property has been vacated and any repairs identified. Care will be exercised to ensure necessary repairs can be attributed to the outgoing occupant(s) and did not occur after the property was vacated.

6.4 Each case will be considered on its merits, and discretion may be exercised depending on the circumstances, for example, where vulnerable persons are involved.

7. Other Rechargeable Repairs

7.1 Replacement of lost or broken door entry systems or keys - the cost of replacing lost/stolen keys and the cost incurred in gaining entry to change the lock. Along with the cost of repairing damaged door entry systems, including those on communal doors.

7.2 Storage of a occupants' items following eviction or the ending of an occupation. All properties should be left clean, tidy and empty. Where items are left in the property the occupants will be responsible for meeting all reasonable removal and/or storage charges. They will be stored for a maximum period of 28 days and occupants will be notified that this has been done by writing to them at their last known address or via their Kent Homechoice account. If the items are not collected within 28 days of notification, the Council will dispose of the items. The occupant will also be liable for the costs incurred in disposal of the items.

7.3 Clearance of items from communal areas - If the Council deems it necessary for such items to be removed and the occupant fails to remove the item, the responsible occupant(s) will be recharged accordingly.

7.4 Removal of garden waste/trees or hedges - Costs of tidying gardens that have been neglected or left overgrown by an occupant where it is their responsibility to maintain them.

7.5 Any other circumstances that cause an unreasonable cost to the Council.

8. Calculating the Cost and Payment of Recharges

8.1 Once a chargeable repair has been identified, a report will be compiled highlighting each item, details of the repair(s) and an estimated cost. This will be used to create an invoice for the cost of completing all the listed works.

8.2. The costs of chargeable repairs are based on the repair costs (usually in accordance with the schedule of rates supplied by our contractors, unless a specialist repair service is required) and may vary.

8.3. Additional administrative fees are chargeable as set out in the table below or such other amount as from time to time may be agreed by the Council.

Recharge costs £	Administration charges £
0-100	10
101-250	20
251-500	40
501-750	50
1001 and above	100

8.4. Where occupants are unable to pay the amount due in full, a repayment plan can be discussed with the Council and, if appropriate, in the circumstances of the case, agreed at a reasonable/affordable level.

8.5 Payment methods will be clearly set out on invoices raised.

9. Enforcement

9.1 Where an invoice has been issued but the occupant(s) or former occupant(s) fails to pay the sums owed, the matter will be dealt with in accordance with the Council's current debt recovery procedures.

10. Dispute and Exceptions

10.1 Subject to any legislative requirements, disputes of charges must be received within 21 days of the date of the invoice. The dispute investigation will be carried out by a Senior Officer who was not involved in making the original decision.

10.2 When a dispute is lodged, the Council will aim to make a decision in writing to the occupant or former occupier within 21 days. The occupant or former occupier will be notified of what evidence is required within the same time scale. It is the occupant(s) or former occupier(s) responsibility to provide the requested evidence. If not received, then it will be assumed that the occupant(s) former occupier(s) no longer wishes to pursue the matter.

10.3 The Council will fully investigate any disputed chargeable costs. If after investigation the original costs are upheld, the occupier or former occupier or person responsible will be advised that steps will need to be taken to repay the amount owing.

10.4 The cost of a recharge may be waived (in full or in part) in exceptional circumstances where evidence can be provided to justify such a waiver, e.g. it may be appropriate to waive if the occupier or former occupier has a disclosed, prolonged or considerable disability, mental health issue, learning difficulty, or where a recharge would result in considerable financial hardship or where damage is caused by an act of domestic abuse/anti-social behaviour directed at the resident or it is a result of a hate crime.

10.5 The Council has the right to refuse to carry out chargeable repair(s) providing that by doing so, the Council is not placing the occupier or any other residents at risk of harm and the Council is not acting in breach of any legal obligations to the occupier. Reasons for this include requests for additional works where previous payments have not been made or repayment plans have not been kept.

11. Equalities and Diversity

11.1 The Council is committed to providing a fair service to all those who seek support from it. The Council aims to treat all clients fairly, and with respect and professionalism. To this end, the Council will ensure that no individual is discriminated against on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief (including political opinions), sex or sexual orientation and that in the application of this Recharge Policy the Council will comply with its duties under the Equality Act 2010 including their public sector equality duty (section 149).

Any charges made will be made on the facts of the case.

12. Complaints

12.1 If an occupant or former occupant is not satisfied with the level of service they have received, the Council's complaints procedure can be followed; [Make a complaint – Tonbridge and Malling Borough Council](#)

13. Review

13.1 This Policy will be reviewed on a regular basis to ensure it remains relevant in accordance with other service policies and government legislation.