



City of
Stoke-on-Trent

Housing Rechargeable Repairs Policy
2026

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1. Purpose

- 1.1 The council has a legal duty to repair and maintain the main structure and outside of its homes. This includes things like the roof, walls, windows, doors, and systems that provide heating, hot water, and sanitation (for example, boilers, radiators, and plumbing). The council is also responsible for keeping its homes and shared areas safe and in good condition.
- 1.2 Occasionally, repairs may be needed because of damage, neglect, or misuse. In these cases, the council may not be responsible for the cost of the repair, and the customer may have to pay for it.
- 1.3 This policy explains when and how the council will recharge the cost of such repairs to customers, and the principles that guide fair and consistent decision-making.
- 1.4 Throughout this document, the term “customer” refers to tenants, leaseholders, and garage tenants of Stoke-on-Trent City council properties.
- 1.5 This policy supports the Consumer Standards set by the Regulator of Social Housing, particularly the Safety & Quality, Tenancy, and Transparency, Influence and Accountability standards, by ensuring transparency, fairness, and accountability in how rechargeable repairs are managed.

2. Policy Aims

- 2.1 The Rechargeable Repairs Policy aims to:
 - Set clear expectations about customer responsibilities for looking after their home
 - Ensure fairness and consistency when deciding if and when repairs are rechargeable.
 - Advise how the council will recover costs proportionately, protecting the Housing Revenue Account and ensuring value for money.
 - Provide clear information and options so customers understand charges and have opportunities to challenge decisions.
 - Promote responsible tenancy behaviour and reduce avoidable damage.

- Apply discretion and support where damage is linked to vulnerabilities, domestic abuse, or other exceptional circumstances.
- Comply with legal and regulatory duties, including equality, safeguarding, and health and safety legislation.

3. Scope

3.1 This policy applies to:

- Current customers (tenants and leaseholders).
- Former customers (where costs arise from void works or communal damage).

3.2 The policy covers individual homes, communal areas, and garages where the council determines that damage or neglect was caused by the customer, a household member, or their visitors.

4. Principles

4.1 The council will apply the following guiding principles:

- **Transparency** - Customers will be informed at the earliest opportunity if a recharge is likely and will receive a written explanation and breakdown of costs.
- **Fairness** - Recharges will only be made where there is clear evidence that the repair is not the council's responsibility
- **Proportionality** – The council will apply a minimum charge level (see section 12) and will only recharge for repairs where the cost exceeds this threshold.
- **Accountability** - All rechargeable repairs will be supported by photographic or written evidence.
- **Support and Discretion** - Vulnerabilities, domestic abuse, antisocial behaviour (ASB), or safeguarding concerns will be considered before any recharge is confirmed.
- **Consistency** - All staff will follow the same criteria and procedures when determining rechargeable repairs.

5. Equality Statement

- 5.1 The council recognises that it provides housing for communities which include wide social diversity and is committed to providing equal access to services.
- 5.2 This policy aims to treat all customers fairly, with respect and professionalism. In line with the duty placed on the local authority under the Equalities Act 2010 specific consideration of the impact of this policy has been given to people with protected characteristics, including gender, race, age, disability, religion, sexual orientation and marital status. The approach adopted within this policy focuses on understanding individual circumstances in order to provide appropriate advice and support; this includes understanding the needs of customers who have protected characteristics. Consideration will therefore be given to language barriers, accessibility and cultural issues which may affect a customer's ability to manage their tenancy or seek advice on problems, and resolutions which take account of the individual's beliefs and abilities.
- 5.3 The council will enable all our customers to have clear information and equal access to available services and information in a range of appropriate languages and formats will be provided when requested. This policy has been designed to be fully inclusive regardless of the ethnicity, gender, sexuality, religious belief, or disability of service users or residents. The Equality Impact Assessment will be reviewed as part of reviewing the policy document in order to inform any changes that may be required.
- 5.4 From time to time the council may ask customers to provide details of their gender, age, religion, disability, ethnicity and sexual orientation in line with the protected characteristics identified within the Equalities Act 2010 to help the council to deliver more effective, appropriate and inclusive policies and practices. All data collected is kept securely, used only for monitoring purposes and is de-personalised at the point of analysis to protect an individual's privacy

6. Legal and Regulatory Framework

6.1 This policy takes account of and complies with relevant legislation and regulations including:

- Landlord and Tenant Act 1985, in particular Section 9A and Section 11.
- Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994
- Social Housing (Regulation) Act 2023 and 2024 Consumer Standards.
- Equality Act 2010.
- Health and Safety at Work etc. Act 1974.
- Data Protection Act 2018 (GDPR).
- Building Safety Act 2022, Fire Safety Act 2021.
- Relevant tenancy and lease agreements.
- Hazards in Social Housing (Prescribed Requirements) (England) Regulations 2025

Some of the above legislation may only apply to tenants whilst other laws will apply regardless of tenure. For example, the Building Safety Act 2022 applies to both tenants and leaseholders.

7. Related Council Policies

7.2 The following council policies and documents are relevant to the administration of rechargeable repairs:

- Repairs and Maintenance Policy.
- Voids Management Policy.
- Leasehold Management Policy.
- Vulnerability and Reasonable Adjustment Policy.
- Corporate Debt Management Strategy.
- Tenancy Agreement.
- Tenancy Management Policy

8. Definitions

- 8.1 A Rechargeable Repair is a repair that is needed because of wilful damage, negligence, or misuse caused by a customer, a member of their household, or their visitors. A rechargeable repair may also result if the customer fails to use the property in a “tenant-like manner”.
- 8.2 Examples include (but are not limited to):
- Broken doors, windows or fixtures due to misuse or unauthorised alteration.
 - Damage caused by pets, vandalism, or ASB involving the household.
 - Blocked drains or toilets caused by misuse.
 - Damage to gardens due to neglect or misuse.
 - Damage to outbuildings caused by neglect or misuse.
 - Rubbish clearance
 - Lost keys or fobs
 - Generally, not looking after your property, such as turning off water if you are away from the property for a long period
- 8.3 Fair wear and tear (the natural deterioration of a property through normal use) is not rechargeable and falls under the council’s responsibility.
- 8.4 A list of common rechargeable repairs is provided at Appendix A for reference.

9. Causes of Damage and Context

9.1 The council recognises that damage can occur for a range of reasons, some within and others outside a customer’s control. Common examples include:

- Accidental damage (e.g. dropping an item causing a breakage).
- Inappropriate practices (e.g. synthetic wipes flushed down the toilet or cooking fat down a sink)
- Wilful or negligent damage (e.g. holes in walls, unauthorised alterations, deliberate misuse).
- Damage linked to ASB or crime.

- Damage arising from domestic abuse or coercive control.
- Damage linked to vulnerabilities, such as mental ill-health, substance dependency, or learning difficulty.

9.2 Each case will be assessed individually. The council may waive or reduce recharges where damage is linked to vulnerability, domestic abuse, or where the customer could not reasonably have prevented the issue.

9.3 Where damage is caused by third parties (including contractors, police, or identified individuals), the council may seek to recover costs from the responsible party, not the customer.

10. Responsibilities

10.1 Maintaining safe and habitable homes is a shared responsibility between the council and its customers. The council will endeavour to ensure that its properties are kept in a safe and decent condition, carrying out necessary repairs and maintenance in line with statutory requirements, decent standards and the terms of the tenancy agreement.

10.2 Customers, in turn, play a crucial role in maintaining their homes. This includes taking reasonable care of the property, reporting issues promptly, and cooperating with inspections and repair works.

10.3 Understanding the responsibilities of both parties helps to prevent unnecessary damage, reduce costs, and ensure that homes remain safe, comfortable, and sustainable for customers.

10.4 Council Responsibilities

10.5 The council is responsible for:

- Maintaining homes to a safe and decent standard.
- Undertaking repairs due to fair wear and tear or failure of council-installed components.
- Meeting statutory duties, including under the Right to Repair regulations.
- Maintaining the structural integrity of the property, including walls, roofs, and foundations.

- Keep in repair and proper working order the installations for the supply of water, gas, electricity and for sanitation.
- Ensuring all repairs and maintenance activities comply with health and safety regulations.
- Providing a responsive service for emergency repairs to ensure tenant safety.

10.6 **Customer Responsibilities**

10.7 Customers are responsible for:

- Taking reasonable care of their home.
- Carrying out or arranging minor repairs, such as replacing light bulbs (unless in a sealed unit), toilet seats, fuses, plugs and chains.
- Preventing damage by household members, pets or visitors.
- Reporting repairs promptly.
- Allowing access for inspections and works.
- Maintaining gardens, fences, and outbuildings in a safe and tidy condition.
- Not making alterations to the property without prior written consent from the council.
- Maintaining any agreed alterations made to their home
- Adhering to all terms and conditions outlined in the tenancy agreement and associated policies.

10.8 Where damage is caused by misuse or neglect, customers will in general be charged for the cost of repair.

11. Process for Recharges

11.1 The council will apply the following process when identifying and charging for rechargeable repairs:

- Identification – A repair may be identified as rechargeable by an operative, inspector, call handler or housing officer.
- Evidence – Staff will record photos and notes to evidence the cause and scope of the issue.

- Notification – Customers will be informed verbally and in writing if a recharge is likely, including an estimated cost.
- Repair Options – For non-emergency repairs, customers may choose to:
 - Carry out the repair themselves (using a competent person). Permission must be requested and approved for this under the council’s permitted works process before starting the work.
 - Request the council to complete it and recharge the cost – if a customer requests the council to complete a non-emergency repair, full payment must be made in advance before any work is carried out, unless an approved payment plan has been agreed.
- Completion – The council may carry out emergency or health-and-safety repairs immediately.
- Invoice – A written invoice or recharge notice will be issued, with details of works, costs, and payment options (or via receipt if payment taken in advance).
- Review and Appeal – Customers can request a review of a recharge within 14 days of notification (see section 15).

12. Charging and Minimum Levels

12.1 The following outlines how the council calculates and applies charges for rechargeable repairs.

- Recharges will be based on actual cost or the [National Housing Federation Schedule of Rates](#), whichever is applicable.
- A minimum recharge threshold of £50 will apply.
- Replacement keys, fobs, and similar items will be charged at the actual cost, even if the amount falls below the £50 minimum threshold.
- Administration fees may be applied where additional staff time or legal costs are incurred.
- Photographic and cost evidence must support all recharges.
- Works conducted by the council will also include operative costs.

13. Vulnerability, Discretion, and Support

- 13.1 In line with the council's Vulnerability and Reasonable Adjustment Policy, before confirming a recharge, staff will consider whether a customer's personal circumstances may affect their ability to maintain their home, manage repairs or pay a recharge.
- 13.2 Where appropriate, discretion may be taken to waive, reduce or defer charges, however these are limited. Any discretionary decisions will be recorded and monitored for consistency.
- 13.3 Victims of domestic abuse will not be recharged for damage caused by perpetrators. The council's repairs and maintenance service will ensure that any repairs required to make a home safe are prioritised and carried out immediately.

14. Non-Payment and Recovery

- 14.1 For non-emergency rechargeable repairs carried out by the council, payment is required in advance before the work is completed, or a payment plan must be put in place.
- 14.2 For emergency or urgent health-and-safety repairs, the council may carry out the work first and then issues the customer with a bill for the cost. Customers must pay this within 28 days, or agree a payment plan if they cannot pay in full.
- 14.3 If a bill remains unpaid, the council may:
- Refer the debt to the Income Recovery Team.
 - Take legal action to recover the costs.¹
- 14.4 Recovery action will always be proportionate and follow the Corporate Debt Management Policy.

¹ This does not affect the council's duty under Sections 9A and 11 of the Landlord and Tenant Act 1985.

15. Disputes and Complaints

- 15.1 Customers may request a review of a recharge within 14 days of notification. Reviews will be conducted by a senior officer not involved in the original decision.
- 15.2 If the customer remains dissatisfied, they may register a complaint through the council's formal Complaints Procedure. Your complaint will be acknowledged in writing within 5 working days of the complaint being received. Following that, the council will aim to formally respond to you within 10 working days of the complaint being acknowledged.
- 15.3 Complaints or compliments can be made via:
- Online: Feedback/Information Request Form | Stoke-on-Trent.
 - Telephone: 01782 234234.
 - Any member of housing staff.
- 15.4 If customers remain dissatisfied with the outcome of the complaint, the case can be considered by the Housing Ombudsman who will ensure that the decision is in line with the principles set out within this policy.

16. Monitoring and Performance

- 16.1 The council will monitor the use of rechargeable repairs to ensure the policy is applied fairly and consistently. This may include reviewing recharge activity, waivers, and customer feedback.

17. Policy Review

- 17.1 The policy will be reviewed periodically to ensure it is consistent with changes in legislation and regulation. As standard, the policy will be reviewed at five yearly intervals.

18. Key Contacts

- 18.1 For comments in relation to this policy and its development please contact the Regulatory and Strategic Services Team:

- Email: housing.strategy@stoke.gov.uk
- Telephone: 01782 234234 (office hours only)

Do you require this document in another format or language?

To request this document in any other accessible format such as large print or Braille, please contact the Tenant Relations Team:

- Telephone: 01782 234234 (office hours only)
- Email: housing.engagement@stoke.gov.uk
- Post: Tenant Relations Team, Floor 3, Civic Centre, Glebe Street, Stoke-on-Trent ST4 1HH

You can translate this policy into any language by saving it to a device and then uploading it to Google's document Translation service.

If you would like further information on how to translate a document or how to influence policy development, please contact the Tenant Relations Team using the contact details provided above.

Appendix A – Common Rechargeable Repairs (Illustrative guide)

Category	Example Repairs	Recharge Basis
Access / Security	Lost keys, damaged locks, unauthorised lock changes	Actual cost
Fixtures & Fittings	None “fair wear and tear” damaged doors, windows, cupboards, sinks, toilets	Schedule of Rates
Blockages / Misuse	Blocked drains, toilets, sinks due to misuse	Actual cost
Property Condition	Rubbish removal, garden clearance, graffiti	Actual cost
Approved Alterations – not installed or maintained properly.	Replacement bathroom with faulty installations resulting in leaks and damage to the property.	Actual cost
Unapproved Alterations	Reinstatement of removed walls, doors, or fittings	Actual cost
Emergency Misuse	False emergency call-outs	Flat fee
Communal Areas	Damage to lighting, doors, entry systems, lifts	Shared recharge (see lease terms)