



RECHARGE POLICY

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1. Policy Statement

- 1.1** This Recharge Policy is to ensure that Eastlight Community Homes (hereafter ‘Eastlight’) meets its legal and statutory requirements under UK legislative and regulatory obligations.
- 1.2** This Policy will ensure we recover the costs associated with services, repairs, reinstatement/rectification works and maintenance for which Eastlight are not responsible for.
- 1.3** This Policy also ensures that we spend our customers’ money fairly and wisely.
- 1.4** The Recharge Policy is not intended to be used to recover costs for improvements our customers have made that are safe, compliant and support our customers living in safe, secure homes.
- 1.5** The above approach is intended to promote a fair approach to all tenants and ensure that costs are recovered in instances where residents/leaseholders have not adhered to the terms of the tenancy or lease agreement.

2. Scope

- 2.1** This Policy applies to all properties managed and owned by Eastlight, including individual dwellings, curtilages, gardens, garages, communal areas and associated facilities.
- 2.2** The Policy applies to residents (including leaseholders), their visitors or those residing with them, as defined within their tenancy or lease agreement.
- 2.3** Rents, service chargeable items and costs attributed to leaseholders as part of Section 20 consultations are not covered by this Policy.
- 2.4** This Policy should be read in conjunction with the following policies and procedures: Anti-Social Behavior (ASB) Policy, Leasehold, Service Charge Policy, Landlord's Consent process, Mutual Exchange process, Empty Homes & Allocations Policy, Repairs Policy, Pest Control Policy, Fire Safety Policy, Compensation Policy and Complaints & Resolutions Policy.

3. Rechargeable Items

- 3.1 Rectification works necessitated by resident actions (e.g. misuse or willful damage) throughout and/or at the end of a tenancy.
- 3.2 Rectification of alterations deemed non-compliant or unconsented both during or post-tenancy, or at mutual exchange.
- 3.3 Remediation of anti-social behaviour (ASB) issues where the perpetrator is known.
- 3.4 Clearance of items left in the property, communal areas, storage, collection, transport, delivery and disposal.
- 3.5 Pest control, garden clearance and rectification works, where deemed a health and safety issue.
- 3.6 Works to return the property to the condition when originally let, where this stipulated as part of consent.
- 3.7 Inspections required by a resident's application for permission to make structural changes to their property.
- 3.8 Reclaim costs associated with misuse or mismanagement of the property or where residents are responsible for basic maintenance and care of the property.
- 3.9 Administrative fees associated with the management and oversight of recharge.

4. Recovery of Recharges

- 4.1 Eastlight will only seek actual costs for works, not for profit.
- 4.2 To ensure value for money, we will only pursue recharges **exceeding £100**.
- 4.3 We will work with customers who are vacating their homes to provide guidance on what needs to be rectified before they leave, so they are given the opportunity to do so.
- 4.4 Our Finance Team will recover charges in line with our procedures.

5. Exemptions

- 5.1** Our Recharge Policy aims to reclaim costs whenever permissible, yet we will assess individual circumstances, including vulnerability or disability, before proceeding.
- 5.2** Recharges will be waived in situations of suspected or confirmed criminal damage by unknown individuals, domestic abuse or harassment.
- 5.3** Exemptions will also apply in instances of damage discovered post-tenancy termination that is deemed insensitive or unsuitable for pursuit against former residents or deceased tenants' personal representatives.
- 5.4** In cases where it is evident that we will not pursue cost recovery, we will carefully assess the circumstances and consider writing off the associated charges in line with our processes.

6. Equality Impact Assessment

- 6.1** An Equality Impact Assessment (EIA) for this Policy was conducted. As a result, we have included the exemption section within this Policy to ensure we are assessing each recharge and customer individually.

7. Review

- 7.1** This Policy will be reviewed every three years.

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