



Rechargeable Repairs Policy

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Author	Service Improvement Department
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Introduction

This policy sets out how we will identify and recover costs associated with rechargeable repairs and ensure that homes in our stock are kept safe, secure and well maintained.

It outlines how we will meet our repairs obligations while working with tenants and leaseholders to maximise the recovery of rechargeable repairs without causing financial hardship.

Scope

The policy applies to all tenants and leaseholders and covers all repairs or maintenance works determined to be rechargeable. This framework ensures compliance with legal obligations while promoting fairness and accountability in managing rechargeable repairs.

Relevant legislation

- Tenancy agreement
- Lease agreement
- Tenancy handbook
- Landlord and Tenant Act 1985
- Housing Act 1988
- Environmental Protection Act 1990
- Equality Act 2010
- General Data Protection Regulation (GDPR) and Data Protection Act 2018
- Debt Recovery Protocols
- Awaab's Law - The Hazards in Social Housing (Prescribed Requirements) (England) Regulations 2025

Our aims

The aims of the policy are to:

- Provide a prompt, efficient and responsive rechargeable repairs service
- Operate an efficient monitoring system to ensure the effective tracking and management of cases
- Act promptly to ensure full recovery of rechargeable repair payments

What are rechargeable repairs

Rechargeable repairs occur when it is reasonable to conclude that the need for the repair is due to the direct or indirect actions of the tenant, any other household members, visitors to their home, pets, pests or other animals.

Examples of when a rechargeable repair may occur include:

- Willful damage and/or vandalism to property
- Damage caused by neglect or carelessness
- Excessive rubbish in or around the property
- Unsightly outdoor surroundings
- Forced entry due to lost keys/ refusal of access into property
- Any alterations, improvements or structural work to the property undertaken without the written consent of the Council and/or without other permissions such as planning permission or building regulations approval
- Where cost is incurred to the Council due to tenant failure to keep their home clean and in reasonable decorative order
- Unnecessary call-outs made to the out-of-hours service
- Maintenance/ repair/ structural works to the building or communal areas not covered by service charge, i.e. over £250 (leaseholders only)
- Necessary tree management works where the tenant has failed to carry out works they have been advised to carry out.
- Other communal works tenants/leaseholders are responsible for e.g. fencing
- Missed appointments or no access given in accordance with our Access to Property Policy)

Where a tenant reports a repair identified as rechargeable, we will:

- ensure that the tenant is made aware of their obligation to pay as set out in their tenancy agreement
- aim to obtain the tenant's agreement for liability prior to commencement of works, except in the case of an emergency
- seek to recover the debt. In the event of financial hardship we work with the tenant to devise a payment plan over a pre-determined period

Where a repair is required as a result of criminal damage, and the tenant has reported the incident to the police and provided a valid crime reference number, the cost of the repair will not be recharged to the tenant.

Tenants' responsibilities

There are various minor repairs within the home that a tenant is responsible for. These include:

- Unblocking drains, kitchen and bathroom sinks, showers and baths
- Changing locks for lost keys unless they are stolen and a crime reference number provided to us
- The maintenance of internal doors including latches, hinges, handles and locks. This excludes fire doors
- Replacement of electrical fuses
- Replacement of broken toilet seats

See Appendix 1 for a comprehensive list of repairs that fall under tenant responsibility.

Tenants are expected to undertake or pay a contractor to undertake these minor repairs.

When a mutual exchange is requested, a housing officer will inspect the outgoing tenant's property to identify any unapproved alterations or damage that must be repaired before the exchange can be agreed. The cost of these repairs will be recharged to the outgoing tenant. For further details on property condition requirements and the mutual exchange process, please refer to our [Mutual Exchange Policy](#).

Vulnerable tenants

We will utilise the data we hold regarding the diverse needs of our tenants to make sure our services meet their needs.

Where we identify a vulnerable tenant, we may be more flexible in our approach to carrying out repairs and taking payments. This approach will be determined on a case-by-case basis. Examples include:

- Repairs for disabled tenants where the cause of the repair required could be linked to the illness/disability of the tenant or his/her family or visitors.
- Repairs required by a looked after person where the cause of the repair required could be linked to an illness/disability of the looked after person.
- Repairs carried out for a tenant on a means-tested benefit.
- Repairs required as a result of the tenant experiencing domestic abuse in the home.

If we determine the tenant may need assistance in maintaining the property or during the repairs process, we will signpost to available support or make referrals to relevant services, including any financial assistance that may be available.

Emergency repairs

If an emergency repair is reported to us and is identified as rechargeable, the tenant or the reporting party will be advised that the repair will be recharged in line with the terms of the tenancy agreement.

The tenant will be notified of the cost of the repair ahead of the works taking place and will be charged where practical, before works commence. If it is necessary to carry out a make-safe repair, we will inform the tenant of the associated cost once the work is completed. Should the tenant be unable to pay for an emergency repair in advance, an invoice will be issued for immediate payment following completion of the works. If the tenant cannot pay the full amount at once, they will have the option to set up a repayment plan.

If a repair is reported as an emergency and is subsequently found not to be, the tenant will also be charged the cost for the emergency call out.

Non-emergency repairs

If a repair is reported to us and is identified to be re-chargeable, the tenant will be notified of the cost of the repair and be charged where possible ahead of the works taking place.

Invoices are expected to be paid immediately upon receipt or alternatively a payment plan arranged. Works will be put on hold until confirmation of payment or payment plan is received.

Disputes and challenges

Tenants who wish to dispute costs or charges have the option to appeal or challenge the charge within 28 days from the invoice date.

Appeals will be reviewed by an ERD Repairs Manager and a decision made within 28 days. If the tenant is not satisfied with the outcome of their appeal, they may file a complaint in accordance with our Complaints Policy.

Monitoring and review

The policy will be reviewed every five years unless there are any changes or recommendations from the Regulator of Social Housing or Housing Ombudsman in which case it will be reviewed in line with these recommendations.

Relevant Enfield Policies and Procedures

- Repairs and Maintenance Policy
- Rent Arrears Policy
- Corporate Complaints Policy
- Compensation Policy

Appendix 1

Damage to items or property that cannot be attributed to fair wear and tear will be charged as rechargeable repairs. This includes, but is not limited to:

- replacement of broken or damaged toilet seat
- unblocking of sink, bath, shower or toilet
- changing any lighting fixtures or fittings
- adjusting an internal door, replacing its handle, latch/lock, cylinder or hinges
- replacing a window lock (if damaged by tenant)
- fitting or replacing a security chain
- repairs to or replacement of glazing
- replacement of kitchen cabinet doors and drawer fronts, worktops, fixtures or fittings
- replacement of electrical fixtures and fittings
- replacement flooring
- replacement of sanitary ware, bathroom fixtures and fittings
- pest control
- replacement or repair of joinery, including doors, door frames, skirtings, architraves, window frames, window board and stair components
- replacement of fencing, including gates
- any repairs that relate to electrics, gas, heating or water leaks
- refixing radiators
- repair or replacement of any items that are deemed to have been damaged through misuse