
Recharge Policy

February 2026 | This policy relates to Elmbridge Borough Council Residential Properties

Introduction

Elmbridge Borough Council has a duty to ensure that its residential properties, estates, and communal areas are maintained to a safe and reasonable standard for the benefit of all residents. We are responsible for maintaining homes and communal areas in line with statutory and contractual obligations, tenants are responsible for looking after their homes and not causing damage through neglect, misuse, or careless behaviour.

Scope

This recharge policy sets out the circumstances in which our managing agent will seek reimbursement from tenants or residents for the cost of works or services that fall outside of the our responsibilities. The aim is to promote fairness by ensuring that costs arising from avoidable damage, neglect, or misuse are not met from housing budgets intended for the benefit of all residents.

Aims of this Policy

- To ensure clarity and consistency about when recharges will apply.
- To promote accountability by making sure tenants understand their responsibilities.
- To recover costs fairly where damage, neglect, or misuse has occurred.
- To protect housing budgets so that public funds are used appropriately.

This policy applies to all tenures. Where the policy refers to tenants, it includes all tenancy types. Where it refers to residents, this means anyone living in the household or visiting, whether or not they are the tenant.



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Rechargeable Categories

1. Repairs

The managing agent, on our behalf, will seek to recharge where:

- The repair is the tenant's responsibility and has not been carried out, requiring the managing agent to intervene due to it being unsafe.
- A tenant has attempted a repair but it is unsafe or substandard, and remedial work is necessary.
- Any alteration or improvement (with or without consent) that is substandard, non-compliant with applicable requirements, breaches regulations, or is inconsistent with tenancy conditions, and therefore requires restoration.
- Repairs are required due to deliberate, reckless, careless, or neglectful damage (for example holes in walls, broken doors).
- Tenants will be recharged the full cost of changing locks, where any key or communal key fobs are lost or broken.

2. Communal Areas

The managing agent will recharge tenants or residents where repairs or services are required in communal areas due to misuse, neglect, or avoidable damage. Examples include:

- Removal of bulky waste, furniture, or other items left in or around communal areas or refuse stores.
- Removal of abandoned vehicles on our land or property, including DVLA checks and recovery costs.
- Removal or storage of personal items left in communal areas.
- Repairs following deliberate, reckless, careless, or neglectful damage (for example broken bins, vandalised estate furniture).

3. Gardens

Tenants must maintain gardens to a reasonable standard. Where gardens become neglected and cause environmental, health, or safety concerns, the managing agent will give tenants 28 days' notice to carry out necessary works. If works are not completed, the managing agent will arrange them and recharge the tenant.

In cases where vulnerability or exceptional circumstances apply, charges may be waived at the discretion of the Head of Housing.

4. End of Tenancy

At tenancy termination, tenants are expected to leave their property, including gardens, balconies, and sheds, clean, tidy, and free of personal belongings, and ensure the property is restored to the original standard. The managing agent will recharge outgoing tenants for:

- Removal of rubbish and possessions.
- Cleaning and garden clearance.
- Repairs for damage beyond fair wear and tear or outside the landlord's repairing obligations.

Payments

Where possible, our managing agent, will inform tenants of the estimated cost of works before they are carried out, although in emergencies this may not always be possible. Recharges will be based on the actual costs invoiced by contractors or service providers, with an additional administrative fee of 10%, and VAT will be in addition. The managing agent will issue an invoice to the tenant, which must be paid within 30 days of receipt of the notice, via the payment methods provided by the managing agent. If a tenant is unable to pay in full, they must contact the managing agent within 10 days of the invoice date to agree an alternative repayment arrangement. Where invoices remain unpaid, the managing agent will take appropriate recovery action on our behalf, which may include legal proceedings in the County Court.

Disputes and Appeals

Tenants who wish to query or dispute a recharge must do so in writing to the managing agent within 14 days of receiving the invoice. Upon receipt of a dispute, a

temporary pause will be placed on the payment timescale until the outcome of the investigation has been confirmed.

The managing agent will review the circumstances and provide a written response. If the tenant remains dissatisfied, they may escalate the matter through the formal complaints process as detailed in our complaints handling policy.

Equality and Diversity

We recognise that some residents may be unable to fulfil their responsibilities as tenants due to age, disability, or other vulnerabilities. The council acknowledges its obligations under the Human Rights Act 1998 and the Equality Act 2010. In line with s149 of the Equality Act 2010, we will consider individual circumstances and tailor its response accordingly. Before pursuing recharges, the managing agent will take into account any known vulnerabilities or safeguarding concerns and may work with support agencies to agree on an appropriate and fair course of action.

Monitoring and Review

This policy will be reviewed every three years or sooner if required due to legislative changes or operational needs. Responsibility for monitoring its implementation lies with our Housing Services team.