

Recharges Policy



Lead Director: Assistant Director Housing and Communities

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1. Introduction & Aim

- 1.1 Cobalt aims to provide high quality, value for money services that make the best use of its available resources. To achieve this aim, Cobalt enforces all aspects of the Tenancy and Leasehold Agreements it has with its customers. This includes recharging for repairs and other work that is the responsibility of the customer.
- 1.2 This Policy sets out Cobalt's approach to recovering costs for repairs and services that fall outside the landlord's responsibilities. It ensures transparency, fairness and consistency in how charges are applied to customers and former customers.

2. Policy Statement

- 2.1 The aim of this Policy is to contribute towards the efficient and effective management of Cobalt's housing stock and ensure transparency in approach by:
 - Providing guidance, the circumstances where discretion may be applied
 - Define the payment arrangements
 - Set out the recovery arrangements if payment not made.
- 2.2 Cobalt will undertake all maintenance work and other remedial works to its properties to fulfil its duties as a responsible landlord as outlined in the Housing Health and Safety Rating System - HHSRS (introduced under the Housing Act 2004), any amendments to these responsibilities to be introduced via Awaab's Law, when enacted and the provisions outlined in the Homes (Fitness for Habitation) Act 2018.
- 2.3 Cobalt's obligations in respect of HHSRS, apply to those elements of the property that are the responsibility of the landlord even where the dwelling is occupied. Responsibility for fixtures and fittings will lie with the customer or leaseholder.

3. Policy Principles

- 3.1 Cobalt is committed to recovering costs fairly and consistently where damage or misuse occurs:
 - a. where there is deliberate, negligent or accidental damage caused to Cobalt fixtures and fittings in its properties, communal areas and land where it has a management responsibility
 - b. clearing and ensuring proper functioning of all aspects of drainage that are associated with the property, if this is found to be the cause of misuse or neglect
 - c. removing and storing items left at properties, surrounding grounds and outbuildings after the tenancy is terminated
 - d. removing and disposing of items left at properties, surrounding grounds and outbuildings where this causes a negative impact to the environmental appearance and / or there is a threat to health and safety (including actions to tackle infestation)
 - e. removal / storage / disposal of (as appropriate), items left in communal parts of buildings that cause a fire risk / hinder safe evacuation in the event of an emergency e.g. mobility scooters or bicycles
 - f. removing and / or replacing unauthorised alterations or damages to its properties when a tenancy is terminated, or such works are identified during routine inspections and tenancy audits by Cobalt staff and / or contractors on its behalf
 - g. replacement items including entrance fobs, replacement keys and lock changes, where the replacement is due to customer loss or misuse

- h. securing and making good properties where the Police force entry, whether it is the occupier or a visitor to the property
- i. gaining reasonable access to properties to carry out emergency repairs or for cyclical safety testing
- j. carrying out garden and / or tree maintenance work that is the responsibility of the customer in accordance with Cobalt Tree Management and Grounds Maintenance Policy
- k. aborted investment works if it is proven that the customer unreasonably failed to provide access or changed their mind after materials (or designs) have already been ordered or signed off
- l. where false information has been provided to obtain an emergency call-out

3.2 The above list of rechargeable items is not exhaustive, and Cobalt reserves the right to issue recharges for all works that are the responsibility of the customer, former customer, or leaseholder to carry out. In accordance with the Tenancy Agreement, the tenant is responsible for the behaviour of their household and visitors.

Statutory Repairs

3.3 Statutory repairs as defined by the Landlord and Tenant act 1985. Statutory repairs required due to neglect or damage will be subject to a recharge and will be carried out without customer agreement or prepayment, in the following circumstances, and not limited to:

- A risk to health and safety, which is of immediate danger to the customer or others
- A risk to the security of the property that the customer is unable to resolve from their own resources or capabilities
- The repair is likely to cause significant further damage to the property if left unresolved

Non-Statutory Repairs

3.4 Non statutory repairs Non statutory repairs are recorded within the Landlord and Tenant Act 1985. Where customers raise non-emergency repairs that are deemed to be rechargeable works, Cobalt will normally seek payment in full before works are issued. See section on charges and payments for full details on payments.

Out of Hours

3.5 Cobalt provides an emergency out-of-hours service for statutory repairs only, as defined in 3.2 of this policy, where it is deemed a rechargeable repair, attempts will be made to secure pre-payment, where this is not available or appropriate this will be managed during the next working day.

3.6 If a customer requires an out-of-hour service, and no access is recorded, a flat no access fee will be charged to the customer.

Charges and Payments

3.7 Cobalt will inform the customer or leaseholder of the estimated amount they will be expected to be paid in full when the work is issued if this is known in advance. This will include additional amounts if the work is to be completed outside of normal working hours (i.e. works completed outside of the hours 8.00 am to 4.30pm on weekdays, weekends and bank holidays).

3.8 If final costs exceed this estimate, customers will be notified and invoiced for the difference.

Emergency Repairs and Payment

- 3.9 This will involve making secure payments over the phone if customers have debit or credit card facilities for immediate payments. If the repair is deemed to be an emergency, Cobalt will seek payment in full before the work is issued. If, however, the customer is unable to pay Cobalt will carry out the work and will recharge retrospectively.
- 3.10 Where customers request emergency access to a property e.g. through lost or stolen keys and are in extreme financial hardship, Cobalt will request part payment up front before completing works (this would normally be an estimate of 50% of the total cost of completing the works for requests submitted in normal working hours – see above. Estimates for work requested outside of this period may be higher). Cobalt will subsequently contact the customer to make arrangements for payment of the outstanding cost of the work, when the true costs are known.
- 3.11 In these circumstances and where the repairs are deemed an emergency and the customer is unable to pay in full or make part payment a full recharge will be applied retrospectively (as outlined above).
- 3.12 Where customers that have had recharges applied, fail to abide by suitable arrangements to pay over a reasonable period of time, Cobalt will continue to attempt to contact the customer with a view to arranging payment. If the debt is not recovered, Cobalt will take decisions on the best way to pursue the debt and may instigate legal action to recover the outstanding amount.
- 3.13 Where Cobalt discovers rechargeable works that have not been reported as repairs, Cobalt will take action to recover costs for any remedial works required from customers and will take photographic evidence to support legal actions. This will include damage or remedial works that are discovered when tenancies are terminated.
- 3.14 Cobalt will exercise discretion to waive recharges against customers who can prove that rechargeable works are caused by circumstances outside of their control, for example where they are victims of domestic abuse or harassment or are otherwise deemed to be vulnerable. These decisions will be made by the Neighbourhood Housing Manager. In these circumstances, decisions to waive recharges that have been applied or paid (in part or in full) will need to be supported by evidence (letter or email) supplied by an external advocacy agency. Examples include but are not exhaustive of:
- Crime Reference Number supplied by the Police (Police log number is insufficient)
 - Independent Domestic Violence Advocate (IDVA)
 - Social Services
 - Hospital or General Practitioner
 - Multi-agency meeting

Debt Recovery and Support

- 3.15 Cobalt will work with customers, former customers to establish an effective repayment plan, considering their personal circumstances and other housing-related debts with us. Both parties will agree to a payment structure but should a person's personal circumstances change the repayment plan may be altered to reflect the changes. Cobalt will support customers to achieve full repayment of the debt.
- 3.16 Where appropriate, Cobalt will look to take legal action against the perpetrators and pursue reimbursement through the courts should they refuse to engage or agree to a payment plan. Applicants for housing with Cobalt via the sub-regional Choice Based Lettings scheme (Property Pool Plus or similar) may have their applications made non-qualifying if they owe housing related debt to Cobalt or other scheme landlords (including outstanding recharges). Applicants are advised to consult the Property Pool Plus Policy available at <https://www.propertypoolplus.org.uk/> for details.

- 3.17 Cobalt will actively pursue all rechargeable works debts which may include conducting further checks with a credit checking agency when the customer or leaseholder has left the property. Where necessary where contact is lost with debtors or the debt is uneconomical to pursue, Cobalt may make provisions to write off the debt in accordance with its financial management policy. Cobalt reserves the right to write back these debts should contact information about the debtor be obtained at a later date.

4. Appeals

- 4.1 Customers can appeal the decision to apply a recharge for repairs and or the value associated with the repair. Appeals will need to be made usually within 10 working days of notification of the charges, should the appeal come outside of this time, managers can consider the appeal if sufficient evidence is supplied to justify the delay in the appeal. Based on individual circumstances.

5. Risk Management

- 5.1 The key risk associated with non-delivery of this Policy is:

Risk Register Ref:	Risk:
ST09 – Financial Viability	Ineffective financial planning and management results in a failure or inability to react to adverse financial events and a breach of loan covenant.
Risk Consequences:	Management and Mitigation:
<ul style="list-style-type: none"> • Loss of Income • Poor Reputation • Damage to Property Unresolved 	<ul style="list-style-type: none"> • Produce monthly monitoring information to support Officers to manage individual rechargeable accounts. • Regular auditing of individual accounts in relation to adherence to agreed recovery procedures. • Periodic reporting of performance against agreed targets to SMT and Board. • Production of quarterly write off reports to be considered by SMT.

6. Regulatory & Legislative Compliance

- 6.1 Within this section, list the external regulatory and / or statutory “minimums” we need to be aware of and comply with. Any legislation that applies to the Policy area:

- Commonhold and leasehold Reform Act 2002
- Equality Act 2010
- Data Protection Act 2018
- The Regulator of Social Housing’s Consumer Tenancy Standard
- Housing Act 2004
- Regulator of Social Housing including Regulatory Framework for Social Housing
- Tenants’ Satisfaction Measures
- Awaab's Law
- Landlord & Tenant Act 1985
- Social Housing (regulation) Act 2023
- Housing Health & Safety Rating System 2006

7. Links to Other Key Documents

- Grounds Maintenance Policy
- Complaints Policy
- Tenancy Policy
- Customer Strategy
- Leasehold Policy
- Adaptations Policy
- Corporate Debt Policy
- SOR Code Handbook
- Vulnerable Customers Policy
- Unreasonable / Unacceptable Behaviour Policy

8. Governance of this Policy

Equality Diversity & Inclusion (ED&I)	An Equality Impact Assessment (EQIA) was completed September 2025
Financial and Links to VfM	There is limited impact on Cobalt, works identified will make use of SOR codes and mirror that of non-rechargeable repairs.
Privacy and Data Protection	Data is processed within the current system and contained within the housing management systems.
Health and Safety	This policy does allow for HHSRS works to be carried out with the consent of the customer to address and dangers within the home.
Development and Consultation	The EIA Relevance Test identified a potential for differential and adverse impact as a result of operation of this Policy on certain groups that may be classed as vulnerable. The risks to these groups are, however, largely mitigated by the discretion of Cobalt applies to enforce recharges on an individual basis to any group or person that may be classed as vulnerable for any reason. Risks are also mitigated through the application of the Vulnerable Persons and Reasonable Adjustments Policy which seeks to identify, record and act upon any differential to service provision that is required as a result of customers potential vulnerability for enduring and short-term conditions, circumstances or characteristics.

9. Definitions

- Customer – a tenant or leaseholder of Cobalt
- SOR – schedule of rates

