



Kennett Community Land Trust

Tenant Recharge and Policy Procedure

Kennett Community Land Trust is a Community Benefit Society registered with the FCA under number 7443, registered office 66 Station Road, Kennett, Newmarket CB8 7QF

1 Policy Statement

Kennett Community Land Trust (KCLT) aims to provide, high quality, value for money services that make the best use of available resources. To achieve this aim, KCLT wish to ensure our Tenants have an open and transparent understanding of when and how recharging for repairs and other work which is the responsibility of the Tenant is implemented.

For the purposes of this Policy, recharges are applied when KCLT incurs costs for completing works that are the responsibility of tenants or leaseholders to complete under the terms of the tenancy agreement or lease.

Set out at Appendix A is a list of Tenant and Landlord responsibilities

Residents are advised to take out their own Contents Insurance

2 Policy Legal and Compliance

The Policy ensures that KCLT complies with provisions regarding rechargeable works as set out in

- The Housing Act 1985, Common Hold and Leasehold Reform Act 2002 and Housing Act 2004.
- The Regulatory Framework for Social Housing in England as adopted by the Regulator for Social Housing

3 Statement of Intent

KCLT 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 - HHRS (introduced under the Housing Act 2004), any amendments to these responsibilities to be introduced via Awaabs Law, when enacted and the provisions outlined in the Homes (Fitness for Habitation) Act 2018.

KCLT obligations in respect of HHRS, apply to those elements of the property that are the responsibility of the owner (or landlord) even where the dwelling is occupied. Responsibility for fixtures and fittings will lie with the user (the tenant or leaseholder) unless they are provided by KCLT as part of a furnished tenancy or where shared rooms are provided.

At the sign-up process for new tenants and leaseholders, KCLT will make customers aware of their responsibilities to upkeep and maintain certain aspects of the property and that failure to do so may result in KCLT pursuing payment for 'rechargeable works'.

Where possible KCLT will collect payment or obtain agreement to pay for rechargeable works in advance of any services being provided. Where works need to be carried out quickly to prevent a health and safety or security hazard, KCLT has discretion to seek payment retrospectively.

4 Reporting Procedures

- All repairs should be reported as soon as possible.
- Use the designated contact methods (e.g., phone, email, online portal).
- Provide clear details and photos if possible.
- Keep a record of the report and any follow-up communication.

Applying recharges

KCLT will apply recharges to tenants and leaseholders for damage caused by themselves, members of their household, or visitors to their property in the following circumstances.

KCLT will charge the tenant the cost of repair plus admin charges incurred by KCLT in managing the work required. Typical admin charge will be 15% of the cost of the repair.

- Where there is deliberate, negligent or accidental damage to KCLT fixtures and fittings in its properties, communal areas and land
- Where KCLT incurs costs for clearing and ensuring proper functioning of all aspects of drainage that are associated with the property, if this is found to have been caused by the tenant's misuse or neglect
- Where KCLT incurs costs for removing and storing items left at properties, surrounding grounds and outbuildings after the tenancy is terminated
- Where KCLT incurs costs for removing and disposing of items left at properties, in communal areas, surrounding grounds and outbuildings where this causes a fire risk and/or has a negative impact to the environmental appearance and/or there is a threat to health and safety (including actions to tackle infestation)
- Where KCLT incurs costs for 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 KCLT staff and/or contractors on its behalf
- Where KCLT incurs costs for replacement items including entrance fobs, replacement keys and lock changes, where the replacement is due to tenant loss
- Where KCLT incurs costs for securing and making good properties where the Police force entry and make an arrest whether it is the occupier or a visitor to the property
- Where KCLT incurs costs that are associated with gaining reasonable access to properties to carry out emergency repairs or for cyclical safety testing
- Where KCLT incurs costs associated with no access for out-of-hours emergency repairs
- Where KCLT incurs costs for carrying out garden and/ or tree maintenance work that is the responsibility of the tenant
- KCLT may recharge tenants to recover costs of any aborted investment works if it is proved that they unreasonably failed to provide access or changed their mind after materials (or designs) have already been ordered or signed off

- KCLT may recharge tenants where false information has been provided to obtain an emergency call.

The above list of rechargeable items is not exhaustive, and KCLT reserves the right to issue recharges for all works that are the responsibility of the tenant, former tenant, or leaseholder to carry out.

5 Payment

Where tenants or leaseholders raise non-emergency or urgent repairs that are deemed to be rechargeable works, KCLT will normally seek payment in full before works are issued. This will involve taking secure payments over the phone if customers have debit account or credit card facilities for immediate payments. If the repair is deemed to be an emergency, KCLT will try to seek payment in full before works are issued. If, however, the customer is unable to pay KCLT will carry out the works and will recharge retrospectively.

An emergency will normally meet the criteria listed below:

- 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
- KCLT will inform the tenant or leaseholder of the estimated amount they will be expected to pay in full when the works are issued if this is known in advance. This will include additional amounts if the works are to be completed outside of normal working hours (8.00 – 4.30 on weekdays – excluding bank holidays)

Where the final costs are not known or subsequently increase from original estimates, KCLT will inform the customer that the works are rechargeable, and these costs will be applied retrospectively, or additional invoices will be issued. Where tenants or leaseholders refuse to pay in full or fail to abide by suitable arrangement to pay recharges over a reasonable period of time, KCLT will continue to attempt to contact the customer with a view to arranging payment. If the debt is not recovered, KCLT will take decisions on the best way to pursue the debt and may instigate legal action to recover the outstanding amount. Arrangements to pay rechargeable debts by instalments will be considered on a case-by-case basis and KCLT will come to agreements based on the level of monies owed and the financial circumstances of the individual tenants or leaseholders concerned.

KCLT will not pursue recharges against tenants and leaseholders 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. Where appropriate, KCLT will look to bring criminal charges against the perpetrators and pursue reimbursement through the courts.

6 Appeals

In implementing this Policy, KCLT staff will have due regard to the Equality, Diversity and Inclusion Policy.

All residents will have the right to appeal if they disagree with a decision to apply a recharge(s). Appeals must be made in writing within 10 working days from the decision and will be reviewed by a member of the Board of Trustees.

7 Equality, Diversity and Inclusion

KCLT is committed to promoting equality, diversity, and inclusion in all aspects of its work. We believe that embracing diversity strengthens our community, enhances our services, and reflects our core values of respect, fairness, and integrity.

We aim to create an environment where everyone feels valued, respected, an empowered—regardless of their background, identity, or circumstances.

We will apply this policy consistently and fairly and will not discriminate against anyone based on any protected characteristics, including those set out in the Equality Act 2010

8 GDPR

KCLT will gather and use certain information about individuals in accordance with UK GDPR. Staff members have a responsibility to collect, handle and store personal information in accordance with relevant legislation.

9 Review and monitoring

- The Board of Trustees will monitor and report in accordance with statutory and regulatory provisions regarding rechargeable works as set out in:
 - The Housing Act 1985, Common Hold and Leasehold Reform Act 2002 and Housing Act 2004.
 - The Regulatory Framework for Social Housing in England as adopted by the Regulator for Social Housing
- 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.

10 Related Policies and Documents

- Tenancy Agreement
- Repair and Maintenance Policy
- Adaptations Policy
- Customer Feedback and Complaints Process
- Privacy Policy
- Equality, Diversity and Inclusion Policy

11 Policy Review Record

Version Number	Status	Revision Date	Summary of Changes
Version 01	Approved	September 2025	New Policy

Resident Repairs Responsibilities

Set out below is examples of the responsibilities of residents and landlords regarding repairs and maintenance. This is not a definitive list, but KCLT recognise that it is important for residents to understand which repairs they are expected to handle, and which fall under the landlord's responsibility.

General Responsibilities

Resident Responsibilities	Landlord Responsibilities
Keeping the property clean and tidy	Ensuring the property is structurally sound
Replacing light bulbs and batteries in smoke detectors.	Maintaining essential services such as water, gas, and electricity.
Taking care of minor repairs such as tightening screws or replacing fuses	Ensuring compliance with health and safety regulations.

Internal Repairs

Resident Responsibilities	Landlord Responsibilities
Repairing or replacing internal door handles and cupboard hinges.	Repairing plumbing and electrical systems.
Unblocking sinks and toilets caused by misuse.	Fixing heating systems and boilers.
	Repairing structural damage to walls, ceilings, and floors.

External Repairs

Resident Responsibilities	Landlord Responsibilities
Maintaining gardens and outdoor spaces.	Maintaining the roof and external walls and gutters.
Repairing fences, gates.	Ensuring safe access paths and communal areas.
Keeping external drains clear of debris.	

Emergency Repairs

Residents should report emergency repairs immediately. Examples of emergency repairs include:

- Major water leaks or burst pipes.
- Complete loss of heating or electricity.
- Dangerous structural damage