

Bristol Community Land Trust
Resident Recharge Policy and Procedure
Date first adopted: October 2026

Date of review	Amendments/Updates made	Reviewed & accepted	Proposed next review
Oct 27			

1. Policy Statement

Bristol CLT aims to provide, high quality, value for money services that make the best use of available resources. To achieve this aim, we wish to ensure our Residents have an open and transparent understanding of when and how BCLT recharges for repairs and other work.

For the purposes of this Policy, recharges are applied when Bristol CLT 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.

Set out at Appendix B is a list of Shared Owner and Landlord responsibilities.

Residents are advised to take out their own Contents Insurance Policy.

2. Legal and Compliance

The Policy ensures that Bristol CLT 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.
- RSH Consumer Standards 2025

3. Statement of Intent

BCLT pays for its landlord responsibilities; residents pay where they have caused loss or damage through breach, misuse, negligence or failure to meet their contractual responsibilities; and any recharge must be reasonable, proportionate and based on the actual cost incurred.

Bristol CLT 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 Awaabs Law, when enacted and the provisions outlined in the Homes (Fitness for Habitation) Act 2018. BCLT will not recharge a resident for repairs that are the landlord's responsibility

Bristol CLT obligations in respect of HHSRS, 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 Bristol CLT as part of a furnished tenancy or where shared rooms are provided.

At the sign-up process for new tenants and leaseholders, Bristol CLT 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 Bristol CLT pursuing payment for 'rechargeable works'.

Where possible Bristol CLT 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, Bristol CLT has discretion to seek payment retrospectively.

4. Applying recharges

Bristol CLT 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. Set out in Appendix C is a list of typical recharge costs.

- Where there is deliberate, negligent or accidental damage arising from lack of reasonable care to Bristol CLT buildings, fixtures and fittings in its properties, communal areas and land.
- Where Bristol CLT 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 Bristol CLT incurs costs for removing and storing items left at properties, surrounding grounds and outbuildings after the tenancy is terminated.
- Where Bristol CLT 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 Bristol CLT 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 Bristol CLT staff and/or contractors on its behalf.
- Where Bristol CLT incurs costs for replacement items including entrance fobs, replacement keys and lock changes, where the replacement is due to loss or error.
- Where Bristol CLT 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 Bristol CLT incurs costs that are associated with gaining reasonable access to properties to carry out emergency repairs or for cyclical safety testing.
- Where Bristol CLT incurs costs associated with no access for emergency repairs.
- Where Bristol CLT incurs costs for carrying out garden and/ or tree maintenance work that is the responsibility of the tenant.
- Bristol CLT 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. Bristol CLT will consider individual circumstances before recovering costs.
- Bristol CLT may recharge tenants where false information has been provided to obtain an emergency call-out.

The above list of rechargeable items is not exhaustive, and Bristol CLT reserves the right to issue recharges for all works that are the responsibility of the tenant, former tenant, or leaseholder to carry out (in line with leases or tenancy agreement).

Bristol CLT will not use recharges as a mechanism for making a profit. Bristol CLT will only seek to recover the reasonable costs actually incurred in carrying out the necessary works, including reasonable contractor, labour, materials and associated administration costs where appropriate.

5. Decisions on recharges

Before a recharge is raised, the following should be established by Bristol CLT:

- What happened;
- Who was responsible;
- Whether it was reasonably foreseeable/preventable;
- Whether the work is normally the landlord's responsibility;
- The actual/reasonable cost;
- Whether there are circumstances that make recovery inappropriate.

6. Payment

Where tenants or leaseholders raise non-emergency or urgent repairs that are deemed to be rechargeable works, Bristol CLT will normally seek payment in full before works are issued via online transfer.

If the repair is deemed to be an emergency, Bristol CLT will try to seek payment in full before works are issued. If, however, the customer is unable to pay Bristol CLT 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

Bristol CLT 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 may include additional amounts if the works are to be completed outside of normal working hours.

Where the final costs are not known or subsequently increase from original estimates, Bristol CLT 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, Bristol CLT will continue to attempt to contact the customer with a view to arranging payment. If the debt is not recovered, Bristol CLT 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 Bristol CLT will come to agreements based on the level of monies owed and the financial circumstances of the individual tenants or leaseholders concerned.

Bristol CLT 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.

Where appropriate, BCLT may report suspected criminal activity to the police and may seek recovery of its losses through appropriate legal or civil processes.

7. Insurance

Bristol CLT arranges appropriate buildings insurance for properties through an appropriately authorised broker and insurer. Cover is reviewed annually to ensure sums insured and risks remain appropriate. The cost of insurance is recharged to residents via the service charge. Any claims will be managed by BCLT.

7.1. Insurance claims and excesses

Where damage to a property is covered, or potentially covered, by BCLT's buildings insurance, BCLT will consider whether an insurance claim should be made.

For claims relating solely to an individual property, the insurance excess will normally be recharged to the resident whose property is the subject of the claim.

BCLT will consider the circumstances of each case and may determine that the insurance excess, or the cost of the repair where an insurance claim is not made, should instead be met by BCLT or recovered through the appropriate service charge.

In deciding whether to make an insurance claim, BCLT will consider the estimated cost of the works, the applicable insurance excess, the terms of the insurance policy, the circumstances giving rise to the damage, the potential impact of making a claim and the overall value for money of making a claim.

Where the anticipated cost of repair is below, or only marginally exceeds, the insurance excess, BCLT may decide not to make an insurance claim and instead meet the cost of the repair from its repairs budget or other appropriate funding source.

Where damage arises from a communal defect, a failure of BCLT's responsibilities, or circumstances affecting more than one property, the insurance excess will not normally be recharged to an individual resident.

Where damage has resulted from a resident's act, neglect, default or breach of their obligations, BCLT may recover the resulting costs from the resident.

Any decision to depart from the normal approach will be recorded, together with the reason for the decision.

8. Appeals

In implementing this Policy, Bristol CLT 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 20 working days from the decision and will be reviewed by a member of the Board of Directors. Bristol CLT will apply discretion where appeals are later than this with good reason.

After an appeal is made, the following steps will take place:

- Recharge paused while appeal is considered;
- Second opinion or independent review where possible;
- Written decision with reasons provided;

9. Equality and diversity

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.

10. GDPR

Bristol CLT 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.

11. Policy Review

The policy will be reviewed periodically to ensure it is consistent with changes in legislation and regulation. As standard, the policy will be reviewed initially in 12 months and then at three yearly intervals.

Appendix A

Tenant Repairs Responsibilities

Set out below are examples of the responsibilities of Tenants and landlord regarding repairs and maintenance.

This is not a definitive list but Bristol CLT recognises that it is important for residents to understand which repairs they are expected to handle, and which fall under the landlord's responsibility.

Where BCLT is responsible for arranging a repair, this does not prevent BCLT from seeking reimbursement from a resident where the damage or cost has arisen from the resident's breach of their obligations under the tenancy or lease.

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 personal gardens and outdoor spaces.	Maintaining the roof and external walls and gutters.
Keeping external drains clear of debris.	Ensuring safe access paths and communal areas.

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.
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Appendix B

Shared Owners Repairs Responsibilities

Set out below is examples of the responsibilities of residents and landlords regarding repairs and maintenance. The responsibilities below provide general guidance for shared owners. The terms of each individual lease take precedence where they differ from this guidance.

This is not a definitive list but Bristol CLT recognises that it is important for residents to understand which repairs they are expected to handle, and which fall under the landlord's responsibility.

Where BCLT is responsible for arranging a repair, this does not prevent BCLT from seeking reimbursement from a resident where the damage or cost has arisen from the resident's breach of their obligations under the tenancy or lease.

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 personal gardens and outdoor spaces.	Maintaining the roof and external walls and gutters.
Keeping external drains clear of debris.	Ensuring safe access paths and communal areas.

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.

Appendix C

Recharge Schedule

Set out below are examples of costs of repairs costs will vary depending on the size of the property, severity of damage, and contractor rates.

Where a recharge is applicable, BCLT will normally seek to recover the reasonable costs actually incurred in carrying out the repair or remedial works. Where permitted under the relevant tenancy agreement or lease, BCLT may also recover reasonable costs incurred in arranging and managing the works. Any administration or management charge will reflect the reasonable costs incurred and will not normally exceed 15% of the repair cost.

Category	Example	Estimate cost
Doors & Locks	Broken internal door, forced entry damage	£50.00 - £200+
Windows & Glazing	Broken glass (not due to crime)	£80.00 - £300+
Kitchens	Burnt worktops, damaged units	£100 - £500+
Bathrooms	Smashed toilet/sink, blocked drains	£75.00 - £400.00+
Electrical	Broken sockets, damaged light fittings	£50.00 - £150.00+
Plumbing	Blocked sinks/toilets due to misuse	£60.00 - £200+
Decorating	Graffiti, unauthorised paintwork	£100 - £300+
Rubbish Removal	Abandoned furniture or waste	£50.00 - £150+
Pest Control	Infestation due to resident breach of agreement obligations, misuse of property or failing to report.	£100 - £250+
Unauthorised Alterations	Removing non-approved fixtures, restoring original layout	£200 - £1,000.00+
Insurance excess	Where BCLT incurs an insurance excess or other uninsured cost because of damage for which a resident is responsible	£100 - £200+

The examples and cost ranges are not exhaustive. Where the actual reasonable cost exceeds the indicative range, BCLT may recover the actual cost where the resident is liable for that cost.