

Tenant Recharge

Purpose

This policy outlines how Bridge Housing determines a tenant recharge and the process to recover the costs from our tenants.

Scope

This policy applies to all tenants of Bridge Housing Limited and all its related entities (we, our, us).

Policy overview

We are committed to providing tenants with properties that are clean, safe and functional in line with our landlord responsibilities under the [NSW Residential Tenancies Act 2010](#).

Tenants are expected to take good care of their property and responsible for reporting any damage to their property in a timely manner. Timely reporting ensures that properties are adequately maintained and maintenance costs minimised over the longer term.

We will undertake repairs to ensure that a property is maintained to a clean, safe and functional standard. We may recharge tenants for the cost of repairing damage to a property or undertaking services that the tenant is responsible for.

Tenant Damage

Tenant damage is defined as damage that is the result of the deliberate action or negligence of a tenant, household member or visitor.

Not all damage is a result of negligent or deliberate behaviours. Fair wear and tear is damage that happens to a property through ordinary use of the property by a tenant, for example, carpet becomes worn over time from people walking on it.

Managing Tenant Recharges

Under the NSW Residential Tenancies Act 2010, landlords and tenants have responsibilities in relation to the property, and in particular how tenant recharges are managed.

As a social housing landlord, we are required to:

- Abide by the terms and conditions of the Residential Tenancy Agreement and ensure that the property is safe, clean and functional
- Conduct a final inspection with the tenant and complete a Property Condition Report when the tenant vacates the premises

- Collect and record information, including photographs, showing the type of damage to the property and how the damage may have occurred.
- Ensure cost recovery through tenant recharges are dealt with transparently and efficiently.
- Provide tenants with written notice when we determine the tenant is responsible for tenant repair or service costs. Initial written notice will be provided, either by SMS, email or letter, within 30 days of the repair or service being provided.
- Initiate any debt recovery action within 90 days of the repair or service being undertaken.

Tenants are required to:

- Abide by the terms and conditions of the Residential Tenancy Agreement.
- Take good care of the property and keep it reasonably clean.
- Tell us as soon as possible if the property has been damaged.
- Pay any costs for damage that result from deliberate action, mistreatment or negligence of a tenant, household member or visitor has been proven and to comply with Tribunal orders to pay the cost of repairs or cleaning.
- Report to NSW Police any damage that is suspected to have resulted from criminal activity, such as break and enter, vandalism or domestic violence; and provide us with the details of the police report.
- Rectify any alterations carried out by the tenant before handing the keys back.
- Restore the property to the condition it was in at the start of the tenancy, including removal of any items, after allowing for fair wear and tear; and
- Return all keys to us when your tenancy ends.

The table below provides examples of damage or services that may incur a tenant recharge:

Items that may be recharged		
• Broken windows • Punctured internal cabinet doors and walls • Burns or other damage to carpets not considered fair wear and tear • Damaged/missing doors and security screens • Damage to toilets and basins	• Broken and damaged clotheslines and hoists • Broken locks or where keys have not been returned at the end of a tenancy • Sewer chokes caused by items flushed down the toilet, such as excessive toilet paper, wipes or sanitary items • Erroneous call outs	• Any costs associated with disposal of tenant property, e.g. furniture, appliances, personal effects or vehicles left behind at the end of the tenancy • Unauthorised or unsatisfactory alterations made to a property • End of tenancy cleaning

Chargeable Repairs and Services

Below is a summary of the items we recharge to tenants.

Replacement of Keys

Tenants are generally responsible for arranging and paying for their own locksmith if they lose their keys or are locked out of their home.

In limited circumstances, we may arrange a locksmith where there is immediate and significant risk to the safety and wellbeing of a tenant or household member if access is not restored. Where this occurs, all costs associated with gaining access to the property and key replacement will be recharged to the tenant.

The following exceptions apply:

- We will not pass on locksmith costs that relate to increasing safety where there is domestic and family violence.
- If keys have been stolen, we will consider the circumstances before applying the recharge. Evidence, including police reports and event numbers, will need to be provided.

Removalists

We will only arrange and pay towards removalist costs associated for internal management transfers.

For tenant-initiated transfers, tenants are responsible for arranging and paying for their own move. In exceptional circumstances, we may arrange a removalist through an approved contractor to support the move and all costs associated with the move will be recharged to the tenant. This applies to boxes, removal costs and any other related charges.

Tenant Damage/Neglect/Vandalism

Damage to the property that is the tenant's responsibility includes:

- Damage that is intentional
- Failure to prevent damage (neglect)
- Failure to keep the premises in a reasonably clean condition, or
- Failure to restore the property to the condition it was in at the start of the tenancy, after allowing for fair wear and tear.

Police, Emergency Services Entry

Tenants will be invoiced for damage caused when police or emergency services are required to gain access to a property. We may consider waiving all or part of these costs where access was required due to an emergency and there is evidence that the tenant's health or wellbeing was at risk. We will not recharge costs where it relates to domestic and family violence.

End of Tenancy

Tenants are responsible for ensuring that properties are returned to us in a reasonable condition allowing for fair wear and tear. This includes the removal of any additions the tenant may have installed, cleaning, rubbish removal and the abandonment of goods, including furniture and vehicles.

Tenants will be required to pay any costs necessary to make good damage to a property, for end of tenancy cleaning, for removal of any items left behind and for replacement of locks and keys that are not returned. Photographs will be taken of any repairs identified as rechargeable, that show the date the photograph was taken.

Routine Inspections

We undertake routine inspections of properties throughout the year. If staff identify damage, unauthorised alterations or services required to the property, this will be documented and where appropriate, works will be undertaken to fix the damage. Date stamped photographs will be taken of any repairs identified as rechargeable to the tenant.

Missed Appointments

If a tenant confirms an appointment with our maintenance contractor and is not available at the confirmed time, the tenant will be charged the cost of the contractor attending.

Tenants should note that 24 hours notice is required for cancellation of planned works, and no cancellation is accepted for urgent works or responsive repairs.

Pest Control

After moving into a property, tenants are responsible for preventing, managing and paying for the treatment of any pest infestation, including mice, rats, cockroaches, bedbugs and fleas.

If a tenant does not take reasonable steps to address a pest infestation and it spreads to neighbouring properties, the tenant may be recharged for the cost of treating both their property and any affected neighbouring properties.

Determining Responsibility for Tenant Damage

To determine who is responsible for the cost of repairing damage to the property we will:

- Inspect the premises and document the damage where appropriate
- Discuss the items of damage with the tenant and record information the tenant or a third party gives us about the possible cause of the damage
- Consider the type of damage and any information concerning liability the tenant gives to us when reporting the damage
- Take into account the condition of the premises at the beginning of the tenancy, as stated in the Property Condition Report and any evidence of work undertaken on the property
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- Take into account damage due to fair wear and tear, which we are responsible to repair
- Consider whether the damage is a result of criminal activity such as domestic and family violence.
- Consider whether the damage may be linked to ill health or an inability to maintain the property, for example, damage caused by household members whose challenging behaviour, mental illness or disability meant the damage couldn't reasonably have been prevented. Where this applies, the tenant will need to provide supporting evidence.

Domestic and Family Violence

Survivors of domestic and family violence will not be responsible or recharged for repairs relating to property damage caused by a perpetrator of violence during a domestic violence offence, in accordance with our Domestic and Family Violence Policy.

Undertaking Repairs

Tenants are responsible to arrange for any damage to be repaired or to agree to pay for the work to be carried out by us. We will advise the tenant in writing of any repairs required to return the property to standard.

Any repairs carried out to a property must meet the Australian Property Standards in accordance with the *NSW Residential Tenancies Act 2010* and be carried out by a licenced professional. If the repairs do not meet these standards, we will seek to recoup the associated costs of rectifying these repairs.

We will ensure that the tenant is informed when it is identified that repairs are a result of tenant damage. The tenant will first be given the opportunity to arrange the repair themselves. If they don't, we will carry out the work and recharge the cost.

The debt associated with the work will be added to the tenant's non-rent account.

In the case where a tenant damages, makes alterations or modifications to a property that are identified as being dangerous or unsafe, immediate remedial works will be undertaken. This work will be undertaken without providing the opportunity for the tenant to undertake rectification works themselves.

All costs associated with the rectification works will be recharged to the tenant.

Notification of tenant recharges

When we determine a tenant is responsible for the repairs, we will contact tenants by SMS, email or letter within 30 days. We will explain:

- What the repairs were
- How much they cost
- How to make payment/payment arrangement
- What to do if tenants do not agree with our decision.

If the cost is not repaid, we will initiate recovery action within 90 days.

Repeat or Serious Incidents of Tenant Repair Costs

Where we have sufficient evidence of repeat or serious incidents of tenant-responsible damage, we will immediately make an application to the NSW Civil and Administrative Tribunal to obtain a specific performance order. Where the damage is significant, we may take action to end the tenancy.

Pursuing Tenant Recharge Debt

Outstanding tenant recharges will be pursued in accordance with our [Arrears Management policy](#).

Appeals and complaints

If you have any queries about tenant recharges or would like to appeal a charge made to your account, the first step is to contact your Housing Manager on **8324 0800**.

Tenants have the right to dispute tenant recharges by lodging an appeal. If the tenant disputes liability, we will suspend the cost recovery process and review the decision.

Appeals and complaints about tenant recharges can be lodged over the phone, mail, in person or via online form on our website <https://bridgehousing.org.au/>

If a tenant is not satisfied with a service we have provided or does not agree with a decision we have made, they can ask for a formal review. Our [Compliments, Complaints and Appeals Policy](#) outlines the many ways for tenants to request a review or make an appeal. If a tenant is unhappy with the outcome of the appeal, they can lodge a second level appeal with the Housing Appeals Committee. The Housing Appeals Committee is an independent agency that reviews certain decisions made by staff of Community Housing organisations and Housing NSW. For information on the Housing Appeals Committee call 1800 629 794 or go to www.hac.nsw.gov.au.

The Compliments, Complaints and Appeals Policy can be downloaded from our website <https://bridgehousing.org.au/>.

If the repair cost is recharged and is not paid in full by the tenant within a specified timeframe, we may take cost recovery action before the NSW Civil and Administrative Tribunal (NCAT).

Related Documents and Resources

Type	Title
Legislation	NSW Residential Tenancies Act 2010
Policy	Domestic and Family Violence Policy
Policy	Arrears Management policy
Policy	Compliments, Complaints and Appeals Policy

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