

Recharges

How recharges work

This guide is intended to explain to you how and why recharges are issued.

If you have received a recharge invoice and wish to submit an appeal, please ensure you have read the following information carefully and used it to consider whether your appeal is justified.

Why we issue recharges

We avoid taking damage deposits at the beginning of the tenancy in an effort to ease the financial burdens on our students. However, this does not mean that there are no charges for damaging our properties. In the circumstances where our housing is subject to costs in excess of ordinary operating costs, it is expected for us to recoup a portion of these in order to maintain a housing scheme that is more cost-effective for our tenants than the majority of private housing across Oxford.

We do not charge additional fees or any administration costs except where keys have not been returned. The costs that are passed on will always be a direct reflection of the costs borne by us.

What recharges are issued for

Recharges are issued for damages. The term 'damages' in this context can apply to damage to any part of the property which can be purposeful, neglectful or accidental. It can also apply to cleaning costs or for replacing missing items. Unless we have information otherwise, damages in communal areas tend to be split amongst household members.

Charges should not be issued for wear and tear, which is defined as the expected deterioration of something during routine proper use, despite reasonable steps being taken to maintain and care for it.

Charges for Cleaning

This tends to be the thing we most often need to recharge for. The property should be left in a clean and tidy way, such that any objective observer could reasonably expect the next set of tenants to move straight in.

As our housing turnaround is annual, we do not have an in-house set of cleaning staff. We have to employ a cleaning contractor with sufficient capacity to clean many properties in a limited timeframe. Many underestimate the cost of hiring a professional cleaning service, reasoning that the average cleaner is often on a fairly low hourly wage. In fact, a cleaning company has many other overheads to take into account, such as materials, transport, insurance, administration, management, marketing, etc. We recommend researching 'end-of-tenancy cleaning costs' on the internet to get an idea of average costs.

As we have to use a cleaning contractor, giving a property 'a quick vacuum and dust' is often not as simple as it sounds, as we will need to pay fees for any property visit. Even minor cleaning required at the end of your tenancy is therefore potentially quite costly, so tenants need to make great efforts to ensure the property is as clean as possible.

Recharge appeals

If you have received a recharge invoice and do not believe it is justified, you should enter an appeal within 10 days of the invoice date. This must be in writing. Below is some guidance as to what reasons we may or may not accept.

Appeals we may accept

'This was a pre-existing issue which I made you aware of'

We will usually need some evidence of this- such as a note on the inventory or an email. Simply making a claim will not be sufficient.

'An administrative error has been made'

For example, maybe the wrong pictures have been included or some sums have gone wrong.

'The evidence does not support the claim'

Maybe the photos or other documentation we have provided do not support what they claim to.

'Someone else is responsible'

If, for example, a communal item such as a vacuum cleaner has been damaged, we will usually split the charge between all household members unless a particular individual accepts responsibility. We cannot re-attribute charges without agreement from the individual concerned, so you should ensure they contact us to accept responsibility in order to uphold this appeal.

'I was not living at the property'

This can sometimes be tricky for us. Students that leave significantly earlier than other housemates are advised to clean as much as possible, documenting the result with photographs. We sometimes hear this claim only to find that the person concerned had actually moved out only a few days earlier and not done anything to help with the end of tenancy clean- this is not acceptable. You should also be aware that even if you leave earlier than your housemates, you had responsibility for cleaning throughout the year, so still share responsibility for the built-up bathroom limescale or dirty oven, for example.

'The broken item was old and beyond its expected lifespan/ depreciation has not been properly taken into account'

In certain circumstances you may be able to argue you should not have been charged for an item that was clearly past its life expectancy anyway. For example, a microwave that is quite old and needs replacing as the paint inside has flaked off. This will need to be corroborated by evidence, usually the inventory.

Similarly, a landlord is not permitted to charge 'new for old' costs. So, for example, if a two year-old bed needs to be replaced, you should not be charged the full cost for a new bed. The proportion you should be charged will sometimes depend on the original quality of the item (i.e. a good quality bed should depreciate slower than a poor quality one).

Appeals we may not accept

'It was like this when I moved in'

Human beings have certain in-built biases in perception and will generally interpret things in their own favour. For instance, a tenant may claim a property is filthy because a shelf was dusty upon moving in, but then neglect to even vacuum the carpet when moving out.

Claiming that the property was filthy when you moved in- so you have therefore returned it in an identically filthy state- is not an acceptable basis for appeal. We try to be as objective as possible when assessing charges. If we were not notified of a particular issue when you moved in, we cannot accept this as the basis for appeal.

'What about x, y, z'

Charges are made for specific issues. Sometimes students will base an appeal upon the claim that separate issues provide mitigating circumstances, for example: 'I shouldn't be charged cleaning costs as it took nearly a week to fix our boiler and the hallway carpet is worn out'.

If you feel some other issue warrants compensation, it needs to be treated as a completely separate matter and not included in any appeal.

'We all spent hours cleaning on the last day'

Trying to make up for a whole year of lacklustre cleaning on the last day of the tenancy is rarely successful. This particularly applies to bathrooms and kitchens, where grease, mould and limescale will build up over the year if not regularly treated. Whilst making efforts to clean at the end of the tenancy will always help, the fact is that if something is ultimately left unclean despite your efforts, we have to pay for our cleaners to attend and finish the job.

'Mould isn't my fault'

Whilst we appreciate some properties are more susceptible to mould than others, managing mould growth is usually down to a tenant taking care to minimise and deal with it. We make efforts to ensure that all tenants are adequately informed about this issue. If you have not been careful to keep the property properly heated and ventilated, and have not been proactive in cleaning mould as it occurred, we will consider it avoidable damage that you are responsible for.

'The item is missing because it broke and I threw it away'

We need to be able to verify in this situation. If an item is missing and we have no knowledge of why, we will press the charge.

'The keys were put in the post/ given to someone to hand in/ left with someone'

If you put your keys in the post, you should only send them by recorded delivery and should be able to present a receipt. If you trusted someone else to hand your keys in for you, the responsibility to ensure they reached us in time was still yours.

The Appeals Process

How do I submit an appeal?

All appeals must be submitted in writing within 10 days of the invoice date. Please complete the 'Recharge Appeal Form' as fully as possible and email it to lettings@brookes.ac.uk or send it to Oxford Brookes University, Accommodation Bureau, Headington Campus, Oxford OX3 0BP.

We will only deal with submissions from the named tenant; please do not ask a parent or other party to appeal on your behalf.

What if my appeal is not upheld?

The payment terms (within 30 working days) of the original invoice will remain in place, and payment should be made as soon as possible. Alternatively, you will have a further 5 *working days* from the date of the response to request the appeal progresses to stage 2, if you feel you have sufficient grounds.

What is a stage 2 appeal?

A stage 2 appeal is reviewed by the Head of the Accommodation Bureau, and will not be considered unless it is received within 5 days and you can highlight additional evidence that was not considered in the original appeal. Your focus should be on providing reason as to why Oxford Brookes has breached internal or statutory rules or guidelines. We will aim to provide a response within 5 working days.

What if my appeal is still not upheld?

Again, the original 30-day payment terms of the invoice will remain in place, and payment should be made as soon as possible. If you remain convinced that your appeal is legitimate, however, you should apply immediately via the [Student Complaint Procedure](#) (see the Oxford Brookes website for details).

The Student Complaints Procedure

You should submit your appeal showing full justification as to why you believe it has not been dealt with correctly during the preceding stages of the appeals process. The Complaint Officer will then investigate the appeal for the final time and issue a response.