

RECHARGEABLE WORKS POLICY FOR COUNCIL TENANTS AND LEASEHOLDERS

Introduction

Tendring District Council is committed to providing a responsive and effective housing repairs and maintenance service as a means of ensuring high levels of tenant satisfaction and protecting the value of its housing stock.

The Council has an obligation to carry out the majority of repairs that are needed in its properties, at no cost to the tenant, and this normally refers to when the fixture or fitting has worn out or come to end of its natural life.

Although the majority of Council tenants keep their homes in good condition, there are some tenants who cause damage either deliberately or through neglect or misuse and occasions when things go wrong resulting in repairs being required which would otherwise be the responsibility of the tenant. Where such jobs are required, the cost of these will be charged to the tenant and these are known as rechargeable repairs. The Council will carry out these repairs to prevent our property deteriorating further and will recover the costs. This ensures that tenants who look after their homes are not required to share the cost of repairs for those who do not. Failure to recharge for these works would deprive the Council of much needed income and increase the cost of service and rental levels for all our tenants.

The policy also applies to the recovery of the cost of clearing tenants' redundant possessions when a property is vacated and any work carried out by the Council or its contractors to repair or maintain the property that would normally be the responsibility of the tenant.

Purpose of the policy

The purpose of this policy is to:

- Clarify the definition of rechargeable repairs and the circumstances where repairs will be recharged;
- Improve the recovery of costs associated with rechargeable repairs;
- Deter misuse or neglect of Council property by tenants and leaseholders;
- Provide guidance to staff to ensure consistency is applied in the approach to these repairs and the circumstances where discretion can be exercised;
- Outline the process for charging tenants for the cost of repairs;
- Inform tenants how to request a review or to challenge the recharge;
- To show how rechargeable repairs will be monitored in order to maintain equality and to seek continuous improvement;
- To contribute to the efficient maintenance of the Council's housing stock and to ensure that properties and expenditure are managed effectively; and
- To efficiently and cost effectively manage tenancies by emphasising both the rights and responsibilities of tenants and to encourage positive tenant behaviour

By identifying and recovering these costs, the Council will be able to reinvest the money received to help improve both its services and its properties which will ultimately benefit tenants and leaseholders.

Scope of policy

This policy refers to individual properties, as well as communal areas, leasehold properties and garages and covers the following circumstances:

- The repair is the responsibility of the tenant.
- The damage to the property has been caused by wilful damage, neglect misuse or abuse by the tenant, a member of their family, or their visitors.
- The repair is required when a tenant moves out of the property to bring it up to an acceptable standard before re-letting.
- The work involves clearing and cleaning properties during a tenancy or after eviction, abandonment or vacation.
- Clearing overgrown gardens.
- Non-standard, unapproved tenant alterations and additions requiring works to remove or put right poor workmanship.

Legal and regulatory context

Housing Act 1985

The Act introduced the secure tenancy regime for social housing tenants and defined how secure tenancies can be let, managed and terminated, including prescribed forms and grounds for possession.

Landlord and Tenant Act 1985

This Act outlines various rights and responsibilities of both landlords and tenants, including repair responsibilities.

Decent Homes Standard

Introduced in 2000, this implemented a minimum standard that all public sector housing had to meet and was subsequently updated in 2006 to take account of the Housing Act 2004

Housing and Regeneration Act 2008

This Act sets out the objectives of the Regulator of Social Housing and its role in relation to economic regulation and the setting and monitoring of consumer standards.

The Equality Act 2010

The Act prohibits discrimination, harassment or victimisation based on protected characteristics of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sexual orientation.

Anti Social Behaviour, Crime and Policing Act 2014

The Act introduced new grounds for possession for secure tenancies, including mandatory anti social behaviour grounds for possession

The Council's tenancy agreements

The policy is under-pinned by the Council's Introductory and Secure Tenancy Agreement and its Non Secure Temporary Tenancy Agreement both of which set out the rights and responsibilities of both the Council and its tenants in relation to repairs and maintenance and other potentially rechargeable items. These are legally binding agreements which enable the Council to recover costs owed as a result of the agreement being breached.

The Council's responsibilities

In accordance with its tenancy agreements, the Council must:

- Keep the structure and outside of the property in good repair
- Keep all installations for supplying gas, water, electricity and sanitation facilities in good repair and working order, where we installed these
- Keep all shared areas, items and services that are our responsibility in repair. This includes communal entrance doors, staircases, door entry systems and any lifts
- Decorate the outside of the property, as well as any inside shared areas as often as is necessary to keep them in good condition

The tenant's responsibilities

Some repairs are a tenant's responsibility. For example, tenants must keep the inside and outside of their home as well as gardens, trees, hedges, garage, sheds and any outbuildings in reasonable condition. Tenants are also responsible for decorating the inside of their property.

Example of the repairs that tenants would be expected to arrange or undertake include, but are not limited to, the following:

- Fitting/replacing door bells.
- Renewal or repair of door handles, cupboard catches and hinges (not normal wear and tear)
- Laminate floor repairs to include reinstatement after essential repairs have been carried out.
- Putting up curtain rails (but not battens).
- Easing and refitting doors after carpets have been laid.
- Replacement of toilet seats.
- Clearing minor blockages to sinks, baths and wash-hand basins caused by tenants, their family or visitors, even if it is accidental.

- Servicing of tenants own appliances and any associated flues, pipework etc. relating to the appliance.
- Replacing domestic fuses.
- TV aerials (unless provided by the Council).
- Washing lines – except for communal areas and sheltered schemes.
- Garden landscaping works.
- Clearing leaves from external gullies or grids.

When a new tenant signs their Tenancy Agreement they are advised of their obligations in regards to repairs and maintenance and rechargeable works. In addition, tenants are also encouraged to make sure that they have adequate household contents insurance in place to cover items deemed to be their responsibility.

Definition of rechargeable repairs

‘A repair that is the result of neglect, unauthorised works or damage caused by a customer or third party’

The following provides guidance on what items will be recharged to a tenant:

- Repairs needed because of damage or loss caused by the tenant (accidental or intentional) to any part of the structure or fabric of the building that extends beyond normal wear and tear. This means any internal or external component part that forms the constitution or framework of the building.
- Repairs required due to a tenant’s neglect or misuse.
- Repairs undertaken in an emergency on behalf of the tenant, for example lock replacement due to lost or misplaced keys.
- Repairs carried out by the Council which are the responsibility of the tenant. This will apply in circumstances such as where there are health and safety concerns and to prevent further damage.
- If alterations are made to the property without permission or are not carried out to a reasonable standard and the Council is required to reverse the alteration and make good the condition of the property to its previous state or to bring the alteration up to an acceptable standard.
- Cost of safety checks required following alterations or improvements carried out to the property by the tenant or remedial works required due to the actions of a contractor employed the tenant.
- If the home has become empty due to bereavement and the Council is required to empty it of possessions this would be charged to the estate of the deceased.
- The cost to clear out empty homes, including any waste or redundant tenant possessions that may be left in the home, roof space or any outbuildings and garden.

- Repairs to empty properties that are necessary because of damage, neglect or poor workmanship by the former tenant or where non-standard alterations have been carried out.
- Cost of replacing items that are found to be missing once a property is empty.
- Any costs incurred from carrying out work associated with fumigation/disinfestations of a property whilst the property is empty or tenanted.
- The cost to restore gardens to an acceptable and manageable condition where the tenant has refused or been unable to maintain their garden.
- Blocked drains that are inside of the property boundary and the cause of the blockage has been established as being through the negligence of the tenant e.g. cooking fat down the sink, baby nappies and/or baby wipes flushed down the toilet etc. Initially there may be no recharge for such instances however any future similar incidents would attract a recharge as per this policy.
- If a tenant fails to keep an appointment time that has been agreed with both themselves and the Council without prior notification, the cost of the call-out may be re-charged
- Where an emergency call is made to report a repair out of hours, the Council will inform the resident that they may be recharged the cost of the call out if, on inspection, the call out is inappropriate.

Examples of an inappropriate call out include:

- No emergency work is needed;
- The emergency was reported during the day but the resident failed to provide access and has reported the emergency again out of hours; and the repair has already been reported and logged and the resident has been informed that it is not an emergency: or
- No credit on gas or electric meter.
- Costs associated with clearing of hoards
- Court costs incurred as a result of a breach of tenancy conditions, for example incidents of anti social behaviour or in gaining access for legitimate reasons for example to carry out the annual gas service.
- Costs associated with forced entry and associated damage where no keys have been returned for a property, garage or other outbuilding.
- Cost of contractor visits for inspection or repair of gas and electrical fittings due to a lack of power caused by tenant not crediting card/ key meter or having no supply because of non payment to a utility company.
- Cost of works carried out to freehold properties where there is a shared maintenance responsibility. This would include repairs to any part of a structure or a fixture that is shared with an adjoining council property such as chimney stacks, shared paths and fences and where the conveyance states that the owner occupier has an obligation to meet the shared costs.

- Cost of works carried out to leasehold properties where the Council as freeholder maintains repairs and maintenance responsibilities. This would normally include works to the structure and exterior, shared services and facilities where the lease agreement specifies that the leaseholder has an obligation to contribute towards the costs incurred. Prior to any works being carried out, consultation will be undertaken in accordance with the Commonhold and Leasehold Reform Act 2002.
- Cost of works carried out in default to former council flats sold under the Right to Buy or to Do It Yourself Shared Ownership or Shared Equity properties where these are the lessees responsibility but the lessess have failed to complete works following the service of notice by the Council and provision for this is included in the lease agreement.

Whenever possible, tenants should be given the option to repair any damage themselves at which point they will be advised by the Council of the acceptable standards required. If they take up the option a reasonable timescale should be agreed, in writing, by which time the work should be completed.

Where a tenant has opted to repair damage themselves rather than the council carrying out this work, a post inspection of the work will be carried out by a council surveyor. This is to ensure works are completed to the required standards and if not, the council will bring the repairs up to the required standard and the tenant will be charged for this.

However, it will not be possible to give the tenant the opportunity to do the work if it is a threat to health and safety (of the tenant and/or other people.)

Items that will not be recharged

Tenants will not be recharged if any of the following circumstances apply:

- Where a tenant leaves carpets, laminate or other flooring in a property after they have vacated it where prior approval has been given by a Council representative.
- Where a tenant leaves an authorised alteration or addition to the property where prior approval has been given by a Council representative
- Where damage has been caused by a third party who is not a member of the household or visitor, the tenant will not be charged for the cost of the repair as long as they have reported the incident to the Police and obtained a crime reference number.
- Where damage has been caused in the course of a violent incident towards the tenant or a member of their household and the incident has been reported to the Police and a crime reference number obtained.
- Gaining access to properties and lock changes when the tenant has been the victim of a crime inside or outside the home and the incident has been reported to the police and a crime reference number obtained.
- Where a tenants disability is the reason why a repair is required. For example the refitting of an internal door which was removed to make it easier for a wheelchair user to get around the home (provided the door is available to reinstate)
- In certain circumstances, where damage has been caused to a property accidentally and all the evidence supports this a recharge may not be issued.

Identifying rechargeable items

Rechargeable items to which this policy will be identified through a number of different means which include the following:

- When a customer reports a repair by telephone, email, writing or direct to a member of staff or via the Customer Support team.
- When a contractor goes to a property to complete a repair or cyclical maintenance.
- When a Council representative visits a property to undertake an inspection or to meet with a tenant.
- When a Council representative undertakes a void (empty home) inspection.

Responsive Repairs

When it is established that the repair is the responsibility of the tenant they will be advised of the estimated cost. If a repair does not fall into the emergency repair category the tenant will be advised of the likely costs to give them the opportunity of completing the repair themselves or employing their own contractor to do so.

Chargeable repairs are based on current schedule of rates repairs costs and will cover materials, labour and administration.

If the tenant refuses to accept responsibility for repayment, the work will not be issued unless further damage would result if left in its present state or there are security or health and safety implications. Any work issued under these circumstances will be recharged as normal and recovery action undertaken.

In the case of emergency repairs that are rechargeable or found to be rechargeable the tenant will be recharged.

In the case of an emergency repair report out of hours which is found to be a non emergency the standard callout fee will be recharged.

In the case of an emergency repair report out of hours the standard call out fee will be recharged to the tenant if they are not at home or refuses access when the tradesman arrives.

Emergency repairs are those repairs which we would normally issue as a Priority 1 and generally include jobs related to health safety or security. For example non flushing wc where there is only one in the property, no electrics at all, no heating in the winter months, or insecure property/window or external door.

Void Repairs

When a tenant gives notice or is due to transfer to alternative accommodation, arrangements will be made to undertake a preliminary inspection. The inspection will identify any works which are the responsibility of the tenant, giving them the responsibility of rectifying any repairs prior to the end of their tenancy to avoid any recharges. This will be confirmed in writing after the inspection.

Appropriate certification will be required for any specialist repairs undertaken, such as (but not limited to) electrical, gas or plumbing work.

A further inspection will be undertaken upon receipt of the keys for the property .All work needed to bring the property up to the void standard will be specified by the Council's surveyor during an initial visit once the tenant has returned the keys. This will identify any work that that is not considered to be fair wear and tear.

If the problems identified during the initial inspection have not been remedied prior to the end of the tenancy or if the work carried out is not to a satisfactory standard the work will be undertaken by the Council and the former tenant recharged.

Once all work has been completed, an invoice will be submitted by the contractor and details of amounts to be recharged to the tenant will be confirmed.

In the event that rechargeable repairs are identified following the death of a tenant, applicable charges will be identified and applied to the deceased's estate and the next of kin will be informed.

Improvement/alteration work carried out by the tenant

It is a tenancy and lease condition that permission must be obtained in writing before a tenant or leaseholder commences any improvement. If a tenant or leaseholder carries out an improvement without obtaining written permission, the Council may grant retrospective permission subject to the tenant or leaseholder making a written application within 28 days of being instructed to do so.

The exception to this general rule will be where it is recognised at the time staff become aware of the work that permission would not be granted. In these cases, the tenant will be required to arrange and meet the costs of reinstating the property to its original condition within a specified timescale, according to our standards and specifications and using appropriately qualified contractors.

A tenant who has been refused permission but who proceeds to carry out the work anyway will be required to reinstate the property to its original condition as specified above.

A tenant who has been given permission but whose work does not meet our standards or conditions will be required to carry out further work within a specified timescale to meet the necessary standards, failing which the tenant will have to reinstate the property to its original condition.

In the above cases, the Council will give the tenant or leaseholder a reasonable time within which to comply with our instructions. Failure to do so will result in the Council arranging for any work required to be carried out, with the tenant or leaseholder being liable for all the costs we incur.

In serious cases where we believe the safety and integrity of the structure and/or the health and safety of the tenant, any household members, visitors or other members of the public are at risk, we will arrange as a matter of urgency for appropriate contractors to carry out any work required. The tenant will be liable for all the costs we incur.

Leaseholders

Leaseholders will be charged using the same process as social tenants regarding responsive that are deemed rechargeable and where there is provision in their lease agreement to do so.

Recharging Process

When a tenant reports a repair, a pre-inspection may need to be carried out where there is any doubt about whether or not the repair is chargeable.

However, if it has been established that it is chargeable, the tenant or leaseholder should be informed:

- that the repair is rechargeable
- what the potential cost will be, and
- that they have the option to repair themselves (unless related to gas, electricity or water or urgent health and safety matter).

Where a recharge is identified, an invoice will be raised and forwarded to the tenant after the repair has been completed. This will be sent within 28 days of the repair being completed.

All rechargeable repairs or other works will be charged at cost per item and will include cost of travel to the property, all materials and labour costs.

Where an emergency is reported out of hours that is subsequently found not to be an emergency, the applicable standard call out cost will be recharged. This will also be applicable where a repair cannot be carried out because a previously agreed appointment is not kept and there has been no attempt to rearrange.

An administration fee will be added at a rate of 15% of the cost of the recharge. The minimum administration charge will be £10 with the maximum applicable charge being £100

A variety of payment options will be offered including:

- Online
- Automated payments line
- Counter payment
- Post
- Bank credit transfer

Affordable payment plans will be agreed with the tenant on request.

Where a rechargeable bill is raised during a tenancy and remains unpaid despite recovery action it will be retained and added to any rechargeable bill on subsequent vacation.

Threshold for recharging

There may be some cases where the cost of the repair work is less than the time and cost involved in recharging the tenant for the works. The Council will not recharge the tenant in these circumstances as it is not economical to do so.

As a general guideline, the Council will not recharge a tenant if the repair costs less than £20.00 excluding administration costs.

Second rechargeable repair

If a tenant has an outstanding debt for a previous repair or works carried out, subsequent non essential repairs will not be carried out unless:

- Recharge has been reduced by 50%
- Tenant has been adhering to an agreed payment plan for a period of at least 3 months
- Tenant makes a payment to reduce the current recharge debt by at least 50%

The identification of a second or any subsequent rechargeable repair will trigger an investigation by the Tenancy Management team to assess whether they need to take any enforcement or supportive action.

Recharge debts and non payment

A tenant's ability to transfer or exchange to alternative accommodation will be affected by identified recharge repairs and/or outstanding recharge repairs debts.

Former tenants who cannot be traced will have their accounts written off the balance sheet, but it will remain visible on council records. Access to housing at a future date will be denied until the debt which remains a debt owing to the council has been repaid.

A tenant will also not be able to complete on the purchase of their property under the 'Right to Buy' until all housing debts have been cleared.

The Council may withhold a tenant reference or include the debt when providing a reference to another landlord.

The Council may also refuse to allow non essential planned maintenance or improvement works to go ahead where there is any outstanding debt.

If tenants do not pay in full or enter into or maintain a repayment plan, legal action may be taken in accordance with the Council's Debtor Policy.

Insurance

The Council is only responsible for undertaking any necessary repairs to the building; tenants are strongly advised to take out a comprehensive contents policy to insure their private possessions and belongings.

Use of discretion in exceptional circumstances

The Council may decide not to recharge in certain instances and each case should be assessed on its individual merits. Decisions in respect of the use of discretion will be made by either the Housing Manager, Development and Building Surveyor or the Customer and Support Manager.

In considering when discretion should be exercised and a recharge waived in full or part, account will be taken of:

- Tenants age
- Tenants health

- Any disability issues
- Domestic abuse
- Harassment or victimisation
- Reasons for the repair
- Tenants ability to carry out the repair
- History of previous rechargeable repairs
- Legal action being taken and provision of a crime incident number of log / reference number

The above list gives examples of the type of circumstances where discretion may be exercised include but this is not exhaustive.

Appeals and disputes

A tenant can request a review of the recharge raised if they have reason to disagree with the decision. This could be because:

- The reason for the recharge is incorrect
- They think the cost is incorrect
- They think that exceptional circumstances have not been taken into account

There are two stages to the review procedure as follows:

Informal review

Depending on how the recharge repair is identified, tenants will be advised on the phone or in person that the repair is classed as rechargeable and that they will be invoiced for the works once this has been completed.

At this time, a covering letter and invoice will be sent to the tenant. If the tenant wishes to dispute the recharge for any of the reasons given above, they should contact the Council by email or in writing within 21 days of receiving the invoice stating the reasons for the review

Formal review

If the tenant is not satisfied with the decision of the informal review, the issue should be dealt with under the Council's Corporate Complaints Policy.

Equality and Diversity

The Council is committed to treating all customers fairly and with respect and professionalism. To this end the Council will ensure that no individual is discriminated against on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief (including political opinions), sex or sexual orientation and that, in the application of this Recharge Policy, the Council will comply with their duties under the Equality Act 2010 including their public sector equality duty (section 149).

Monitoring

Performance will be measured by recording and monitoring the following:

Amount recharged and income collected

Number of rechargeable repairs raised and divided between void and response repairs

Categories of repairs recharged

Number of complaints received – upheld or partially upheld

Review of policy

The policy will be reviewed every three years in consultation with tenant representatives, staff and other stakeholders unless there are any reasons, such as legislative changes, requiring that it be reviewed earlier.