

Redditch Borough Council

Housing Re-chargeable Repairs Policy

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1. Introduction

This Policy covers the subject of rechargeable repairs and other reasons why the Council may recharge for repair works.

Note: Repairs works also includes removal costs e.g.: rubbish, furniture left within the property boundary and in any communal/shared areas which includes gardens.

This policy is intended to apply to all Council tenants.

This Policy sits alongside the Housing Tenancy Agreement and Tenants Handbook and provides guidance on recharging for the cost of repairs undertaken by the Council under the following circumstances:

- Repairs that are caused by neglect, wilful/malicious or accidental damage
- Repairs that are the responsibility of the tenant's throughout the tenancy
- Repairs that are the responsibility of the tenant to include:- following the service of a notice to quit; termination of tenancy, where a tenant has been evicted or where a tenant has transferred.

2. Principles

- We will deliver 'Value for Money' in service provision and ensure maximum and efficient use of the Councils maintenance budgets
- We will charge reasonable costs
- We will be consistent and fair in the treatment of all tenants
- We will aim to raise recharges promptly and accurately with a minimal administration cost
- We will provide evidence to explain why tenants are responsible

3. Recharges – Day to Day Repairs

- 3.1 When a repair is requested through the Repairs Contact Centre, staff will determine whether the request is a landlord's responsibility, a tenant's responsibility or a rechargeable repair.

The following list, which is not exhaustive, are repairs which the Council deems as rechargeable to both the current or former tenant of the property: For example:

- The removal or disposal of any items left in common areas that should not be there or that you have left once you have moved out of your property.
- The completion of any work we have asked you to do but you have failed to do
- Repairing or replacing what we consider to be your responsibility eg: broken windows, lock changes for lost keys, plugs and chains to sinks and baths.
- Damage; e.g. smashed doors, DIY which has damaged the fabric of the property
- Blockages from placing items down sinks/drains; eg: wet wipes, nappies, cooking fat
- Delays in providing emergency access for repair works where it detrimental to the property or another property and causes works that could have been avoided.
- Missed appointments; eg a contractor that incurs a call out fee for missed appointments
- Court costs to gain access for essential or statutory repairs, maintenance or services – also covered below
- Damage to the property when failing to report a problem – also covered below

NOTE: Further information on Tenants and Landlord Responsibilities are set out within the Housing Tenancy Agreement and Conditions. Further advice is also provided in the Tenants Handbook.

Costs associated with rechargeable repairs are listed in Appendix 1 and in fees and charges for rechargeable works.

NOTE: Fees and Charges are reviewed each year, they also attract inflationary costs. Elected Members approve all Council Fees and Charges.

- 3.2 Tenants must report any problem to the Repairs Contact Centre as soon as they are aware. The Council cannot accept any liability to repair the property until it has been reported. This includes communal/shared areas.

Where a delay in reporting the repair has resulted in further damage to the property e.g.: damp that has resulted in damage that could have been prevented; tenants will be charged for the cost of the repair.

- 3.3 The Council are responsible for carrying out specific services to the property; e.g. gas servicing and electrical testing. Tenants must provide access for the Council to carry out their responsibilities.

If a tenant doesn't provide access to carry out these services the Council will take legal action (involve the Courts) to gain access. The tenant will be recharged for the associated costs of this action.

4. Emergency Repairs

- 4.1 In an emergency, such as a flood, the Council may have to take immediate action to gain access to your home to limit damage to your property or adjoining property. The Council may have to gain access if you are not at home.

If this emergency is deemed as tenant's responsibility; e.g. leaking washing machine resulting in water damage to your or neighbouring properties, you will be recharged for the cost of any repairs to include the cost of gaining access.

NOTE: Emergency repairs are deemed to be something that would be a risk to life, serious injury or affect the health and safety of an individual or property.

5. Recharges – End of Tenancy

- 5.1 When a tenant wishes to end their tenancy they must complete a valid 28 days' notice to end their tenancy. The procedure associated with the ending of a tenancy in relation to rechargeable repairs is as follows:
- a. A housing officer will make contact with the tenant and arrange a pre-termination inspection. A housing officer and or a repairs and maintenance supervisor will carry out the inspection.
 - b. At the inspection the tenant or their next of kin/executor (who must be present) will be advised of all of their responsibilities prior to moving out or termination of the tenancy.

NOTE: The inspection will include all aspects within the boundary of the property e.g.: gardens, sheds, garages (to include separately rented garages) and lofts.

- c. The tenant, housing officer and or the repairs and maintenance supervisor will view the whole of the property discussing and agreeing what repairs need to be completed by the tenant prior to handing in the keys.
- d. If any repair responsibilities are identified and agreed to be completed by the tenant; a further appointment for re-inspection will be arranged.

- e. If any repairing responsibilities are identified that the tenant is unable to carry out, advice will be provided regarding the rechargeable cost of the repair that the Council will have to carry out following termination of the tenancy.

NOTE: During the inspection a Pre-termination Inspection Form will be completed by the Housing Officer. Any repairing responsibilities and agreement for the Council to repair and recharge for will be noted; both the officer and the tenant will sign forming an agreement between the tenant and the council.

If the tenant fails to allow us to inspect the property or they fail to carry out repair works as agreed during the inspection they will still be recharged the cost of completing repairs that are deemed as their responsibility.

NOTE: In the cases of transfers to another council property the offer of the new tenancy will be withdrawn.

- f. On receipt of the property keys by the Voids Team, the property will be inspected again. Any rechargeable repairs identified will be noted and a Repair and Rechargeable Works form will be completed by the Inspector. Photographs of anything deemed as tenant's responsibility and rechargeable will be taken.

The Repairs and Rechargeable Works form will be sent with supporting evidence to the Income Team, who will raise an invoice and send out to the former tenant.

- g. The Income Team will liaise with the former tenant in making the necessary payment arrangements.

NOTE: Failure to make payment arrangements or keep to them will result in the Council following their recovery procedures which could result in the former tenant being taken to Court and a Money Judgement order being made against them for the outstanding debt.

- 5.2 Where the tenant is deceased and their next of kin/executor complete a Termination of Tenancy on their behalf, the Council may not seek to recover any costs that would have been deemed to be rechargeable.

6. Recharges – Tenancy Management

- 6.1 Recharges may also be identified by housing officers in the following circumstances/ reasons:

- Damage identified following routine property inspections, maintenance or servicing
- Mutual exchange/transfer inspections
- Unauthorised alterations

- Rubbish, fly tipping, blocked refuse chutes
- Excessive hoarding of items within the property
- Dog fouling within the property boundary or any shared/communal areas to include gardens and open spaces.
- Graffiti within the property boundary or any shared/communal areas
- Garage evictions (to include clearance costs and lock change costs)
- Removal of garden shrubs and trees
- Removal of garden rubbish
- Maintenance of gardens where it is the responsibility of tenant(s)

In these instances the tenant will have the opportunity to put matters right at their own cost to avoid recharges, a housing officer or maintenance supervisor will provide the appropriate advice and assistance.

NOTE: Any repairs tenants have carried out must be done so by a competent and suitably qualified person. The Council reserves the right to inspect repairs after completion.

7. Recharging Process

7.1 There are two methods of recharging.

Method 1: The tenant pays for a rechargeable repair in advance of the work being carried out. e.g. lock changes and blocked drains.

Method 2: The tenant will be sent an invoice following the works being carried out e.g.: where an emergency repair has been carried out or the repairs are identified as rechargeable after it is completed.

In most circumstances **method 1** will be applied, however, the Council accepts that some tenants will not be in a financial position to pay for rechargeable repairs in advance. In these cases **method 2** will be applied.

Also, if by delaying a rechargeable repair due to lack of financial means will cause further damage to the property **method 2** will also be applied.

Any rechargeable repairs that won't cause further damage to the property will not be undertaken until the tenant complies with **method 1**.

7.2 In some circumstances the Council may decide not to recharge. A Senior Housing Manager will have authority for making discretionary decisions:

The type of instances where discretion may be applied are as follows:

- Where damage to property is due to a reported crime e.g. a broken window

- Where a tenant is unable to meet their repairing responsibilities; e.g. for health/mental health and has no other means to meet their responsibilities; e.g. family, financially
- 7.3 There is no right of appeal against rechargeable decisions; however, should a tenant be dissatisfied with the manner in which the Council applies this policy the tenant should make a formal complaint following the Council's Complaints policy.

8. Equality and Diversity

This Council has an Equality and Diversity Policy, which is related to the implementation of this policy. Equality Impact Assessments will also be conducted to ensure the needs of all communities are met in adopting this policy.

APPENDIX 1 : LIST OF RECHARGEABLE REPAIRS

Trade	Work detail	Charge
General	Gain Entry or where a warrant is required	£20.00
General	Call out charge or make safe + the repair work undertaken	£20.00
General	Boarding up window or door - Small, Medium & Large	£50.00
Glazing	Replace single glazed 6mm thick glass pane - Small, Medium & Large	£80.00
Glazing	Replace 28mm double glazed unit - window or door (all sizes)	£145.00
Plumbing	Unblock sinks, wash basin, bath or WC	£30.00
Plumbing	Replacing plugs and chains to baths, sinks and wash hand basins	£15.00
Plumbing	Replace wash hand basin- Inc. fixtures & fittings	£145.00
Plumbing	Replace WC pan & cistern - Inc. fixtures & fittings	£140.00
Plumbing	Replace bath - Inc. fixtures & fittings (not Inc. bath panel)	£460.00
Plumbing	Replace bath panel	£65.00
Plumbing	Replace stainless steel sink Inc. F&F	£165.00
Plumbing	Blocked drainage systems and soil stacks	By Quotation
Plumbing	Replace toilet seat	New in TC
Carpentry	Replace keys and locks to doors, windows and garages if they are lost or stolen	£60.00
Carpentry	Replace lost or stolen key fobs	£5.50
Carpentry	Replace kitchen unit draw or door	£70.00
Carpentry	Replace cupboard latches and handles	£30.00
Carpentry	Repair kitchen unit draw or door	£70.00
Carpentry	Replace internal doors - none fire door 110/door	£100.00
Carpentry	Replace external doors (UVPC) - None Fire Door	£720.00
Carpentry	Replace Wooden door - Fire door Inc. Intumescent strips	£500.00
Carpentry	Replace door handles and latches (internal doors only)	£50.00
Electrics	Replace florescent light fitting and tubes/starters	£45.00
Electrics	Re-fix or renew electrical accessories - switch, sockets, pendant	£50.00
Electrics	Replace damaged/broken 240v smoke alarm + new test certificate	£90.00
Electrics	Disconnect/remove illegal wiring & electrical accessories & reinstate wiring + Tests	£400.00
Electrics	Carry out electrical test certificate	£120.00
Gas	Turning gas on following capping	£50.00
Gas	Rehang radiator	£80.00
Gas	Replace TRV thermostat	£35.00
Building	Repair Plastering	By Quotation
Building	Repair of walls/patio's	By Quotation
Environmental	Garden maintenance	By Quotation
Environmental	Garden rubbish removal - small	By Quotation
Environmental	Garden rubbish removal - large (skip load/van load)	By Quotation
Environmental	Bulky Waste removal	£8.50 per

		single unit
Environmental	Loft clearances	By Quotation
Environmental	Property Clean - Easy Clean	By Quotation
Environmental	Property Clean - Deep clean	By Quotation
Environmental	Pest control TBC	By Quotation New in TC
External	Fencing (other than privacy panels)	By Quotation New in TC
External	Gate and shed latches, bolts and catches	By Quotation New in TC