

## Appendix 7



# HOUSING RE-CHARGEABLE REPAIRS POLICY

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## **1. INTRODUCTION**

1.1. Therefore, this policy sets out RBC's approach to recharging for repairs in and clearances from within the property, its boundary, gardens, and any communal spaces and are deemed by RBC to be the responsibility of the licensee, tenant, lessee, or former tenant (the agreement holder) due to:

- Neglect
- Wilful damage
- Hoarding
- Termination or transfer of tenancy

1.2. However, RBC recognises that the financial and commercial needs of RBC do need to be balanced with a rent first payment culture and with clear sense of social responsibility and with careful consideration of the impact of practice on our most vulnerable customers, so that those legal agreements to occupy our housing are sustained wherever it is practicable to do so.

## **2. AIMS AND OBJECTIVES**

2.1 RBC will deliver 'Value for Money' in the provision of the repairs service and ensure maximum and efficient use of the Councils maintenance budgets to minimise costs.

2.2 RBC will maximise the collection and recovery of all income to the Housing Revenue Account (HRA)

2.2 RBC will be consistent, fair, and equitable in the treatment of all tenants and residents, providing evidence to explain why responsibility lies with the licensee, tenant, or leaseholder.

2.3 We will raise recharges promptly and accurately and recover them consistently in accordance with the Housing Revenue Management Policy

## **3. RESPONSIBILITY**

### **3.1 Recharges - Day to Day Repairs**

3.1.1 When a repair is requested by the agreement holder through the Repairs Contact Centre or is identified by an officer going about their day-to-day duties, the officer will determine whose responsibility the repair is. What may be deemed an agreement holder's responsibility can be found in the Repairs Policy.

3.1.2 The agreement holder will be provided with opportunity and a reasonable amount of time to either undertake the repair themselves to a satisfactory standard to RBC or elect to have RBC complete the repair at the current rate.

3.1.3 Repairs will always be recharged in accordance with the current National Schedule of Rates (SOR) plus a fair and reasonable administration charge as agreed in Fees and Charges.

3.1.4 Where the agreement holder has not undertaken the repair themselves within a reasonable time or has elected for RBC to undertake a repair but has not allowed reasonable access, then RBC may take legal action to gain access.

### **3.2 Recharges - Emergency Repairs**

3.2.1 In an emergency situation (defined by an incident requiring emergency repairs to be undertaken because there is a risk to life, of serious injury or any effect on health and safety or property or persons) and it is deemed by RBC that such a situation has been caused by the agreement holder knowingly failing to report a repair, or giving access in accordance with Repairs Policy, then RBC will recharge all the costs to the responsible agreement holder, including gaining entry and / or repairing the property or properties to the responsible agreement holder.

### **3.3 Recharges – Terminated Tenancy**

3.3.1 When a tenancy is legally terminated by either party to the agreement, the ending tenancy procedure will usually be followed. This would usually include a recorded inspection or inspections of the entire property and communal areas by RBC officers within the legal notice period, to identify repairs and / or clearances that are or would have been the agreement holder's responsibility, again giving the agreement holder the opportunity to rectify the identified potentially rechargeable repairs themselves, to RBC satisfaction, or elect for RBC to complete and recharge during the notice period or after moving out.

3.3.2 If, for any reason a pre-termination inspection is not carried out, then at the earliest opportunity, a post termination inspection will be carried out and void clearance and repairs scheduled, clearly identifying and costing those that would have been the responsibility of the former agreement holder. The cost will then be passed to the Housing Revenue Team to be pursued under the Housing Revenue Management Policy (Former Tenant Arrears)

3.3.3 In the case of both internal and external transfers and mutual exchanges, there will be no opportunity extended to the tenant to elect for RBC to undertake the repairs deemed rechargeable, rather the process will not be allowed to continue until the conditions of transferring have been honoured by the tenant and the breach of tenancy has been remedied.

3.3.4 Notwithstanding the satisfaction of a pre termination inspection, the property will always be inspected post termination at the earliest opportunity and void clearance and repairs scheduled, clearly identifying and costing those that would have been the responsibility of the former agreement holder. The cost will then be passed to the Housing Revenue Team to be pursued under the Housing Revenue Management Policy (Former Tenant Arrears)

## **4      CHARGING**

- 4.1      RBC reserves the right to charge and will always attempt to secure payment in advance, in full for some repairs deemed to be rechargeable before they are undertaken.
- 4.2      However RBC acknowledges that some agreement holders will be too vulnerable or not in a financial position to pay in advance in part or in full. Where this is deemed to genuinely be the case and / or further damage might be caused to the neighbours or their property, the Housing Revenue Team will be notified promptly to raise the outstanding charge and pursue it in accordance with the Housing Revenue Management Policy.
- 4.3      Where RBC Officers decide not to recharge to any degree, a tier 5 manager or higher will authorise the decision, but bearing in mind:
- Where the property is due to a fully referenced crime and the agreement holder cannot be held responsible in any way and / or recover the recharge through criminal proceedings, such as resolutions or compensation for criminal damage etc.
  - Where there are severe vulnerabilities that prevent them being responsible for repairing responsibilities or enlisting any independent help to do so. Where this is the case then investigations will be made into the suitability of the accommodation and appropriate support given to find a solution.
- 4.4      Charges are subject to annual review and may vary from the costs identified in the Policy as a consequence.

## **5.0      RIGHT OF APPEAL**

- 5.1      There is no right of appeal against decisions to recharge repairs.
- 5.2      However, should an agreement holder be dissatisfied with the way RBC applies this policy then a formal complaint should be made using the Housing Services Complaints and Enquiries Standard.

## **6.0      COMPLAINTS**

- 6.1      Where an applicant or legal occupier is not satisfied with any matter such as standard of service, actions, or lack of actions by or conduct Council officers or its partners or contractors, then a complaint can be made. This section should be read in accordance with the Housing Services Complaints and Enquiries Standard.

- 6.2 Complaints can be made in writing to:  
**Housing Services Review and Improvement**  
**Redditch Borough Council**  
**Town Hall**  
**Walter Stranz Square**  
**Redditch**  
**B98 8AH**

Or emailing: [housingreviewsandcomplaints@bromsgroveandredditch.gov.uk](mailto:housingreviewsandcomplaints@bromsgroveandredditch.gov.uk)

## **7. PERFORMANCE & REPORTING**

- 7.1 Stretching targets for key areas of this policy will be set annually to monitor performance against target. Performance will be reported in line with legislation or as directed corporately.

## **8. EQUALITY**

- 8.1 The Council promotes equal opportunities in the services it provides. Our aim is to implement and maintain services which ensure that no resident is treated less favourably on the grounds of gender, being or becoming a transsexual person, being married or in a civil partnership, religion, belief or lack of religion or belief, race, nationality, ethnic or national origin, colour, disability, age, being pregnant or having children or sexual orientation nor is disadvantaged by the application of a rule, condition, or requirement, which has a discriminatory effect which cannot be justified by law.

## **9.0 RELATED POLICIES AND PROCEDURES**

- The Repairs Policy
- The Introductory Tenancy Management Policy
- The Tenancy Management Policy
- The Housing Revenue Management Policy
- The Housing Services Complaints & Enquiries Standard

## **APPENDIX 1: LIST OF RECHARGEABLE REPAIRS**

The following is the current list of rechargeable repairs and will be reviewed annually as part of the Council's Fees and Charges process.

<b>Trade</b>	<b>Work detail</b>
General	Gain Entry or where a warrant is required
General	Call out charge or make safe + the repair work undertaken
General	Boarding up window or door - Small, Medium & Large
Glazing	Replace single glazed 6mm thick glass pane – S, M or L
Glazing	Replace 28mm double glazed unit - window or door (all sizes)
Plumbing	Unblock sinks, wash basin, bath, or WC
Plumbing	Replacing plugs and chains to baths, sinks and wash hand basins
Plumbing	Replace wash hand basin- Inc. fixtures & fittings
Plumbing	Replace WC pan & cistern - Inc. fixtures & fittings
Plumbing	Replace bath - Inc. fixtures & fittings (not Inc. bath panel)
Plumbing	Replace bath panel
Plumbing	Replace stainless steel sink Inc. F&F
Plumbing	Blocked drainage systems and soil stacks
Plumbing	Replace toilet seat
Carpentry	Replace keys and locks to doors, windows, and garages if they are lost or stolen
Carpentry	Replace lost or stolen key fobs
Carpentry	Replace kitchen unit draw or door
Carpentry	Replace cupboard latches and handles
Carpentry	Repair kitchen unit draw or door
Carpentry	Replace internal doors - none fire door 110/door
Carpentry	Replace external doors (UVPC) - None Fire Door
Carpentry	Replace Wooden door - Fire door Inc. Intumescent strips
Carpentry	Replace door handles and latches (internal doors only)
Electrics	Replace florescent light fitting and tubes/starters
Electrics	Re-fix or renew electrical accessories - switch, sockets, pendant
Electrics	Replace damaged/broken 240v smoke alarm + new test certificate
Electrics	Disconnect/remove illegal wiring & electrical accessories & reinstate wiring + Tests
Electrics	Carry out electrical test certificate
Gas	Turning gas on following capping
Gas	Rehang radiator
Gas	Replace TRV thermostat
Building	Repair Plastering
Building	Repair of walls/patio's
Environmental	Garden maintenance
Environmental	Garden rubbish removal - small
Environmental	Garden rubbish removal - large (skip load/van load)
Environmental	Bulky Waste removal
Environmental	Loft clearances
Environmental	Property Clean - Easy Clean
Environmental	Property Clean - Deep clean
Environmental	Pest control TBC
External	Non Standard Fencing dividing gardens (other than privacy panels)
External	Gate and shed latches, bolts and catches