

Committee:	Executive	Agenda Item No.:	10
Date:	10 June 2013	Status	Open
Category	3. Part of the Budget and Policy Framework		
Subject:	Rechargeable Repairs		
Report by:	Head of Housing		
Other Officers Involved	Patch Management Group Planned and Responsive Repairs Manager Voids and Welfare Manager		
Director	Director of Neighbourhoods		
Relevant Portfolio Holder	Cllr Karl Reid - Portfolio Holder for Housing		

RELEVANT CORPORATE AIMS

STRATEGIC ORGANISATIONAL DEVELOPMENT – Reduce the councils Overall Spend, this policy will ensure more money is collected from people who cause damage.

TARGETS

Does the subject matter contribute to any targets specified in any approved plans – not directly.

VALUE FOR MONEY

This policy provides clarity on when and how the council will seek to recover money that is spent on damage to properties.

THE REPORT

This report supports the introduction of a revised policy on recharging tenants for repairs. This can include damage during the tenancy, and damages that come to our attention during the period when a property is empty.

The original policy was introduced in 2008 and has been reviewed by the Patch Management Group.

The revisions have been minor, and have been made to ensure that the policy is fully compliant with changes that have been made to the council financial regulation since the first version was produced.

The other changes are around increasing the minimum charge to £50, capping the maximum administration charge, and clarifying the methodology for costing the work (i.e. time and materials rather than schedule of rates). Some of these changes are in response to helpful suggestions made during a recent audit.

IMPLICATIONS

Financial: This policy provides clarity over recharging tenants for damage. However the council will take an approach that is aimed at minimising the need for recharges rather than maximising income.

Legal: Not directly

Human Resources: Not directly

RECOMMENDATION(S)

That the revised Rechargeable Repairs Policy be adopted.

REASON FOR DECISION TO BE GIVEN IN ACCORDANCE WITH THE CONSTITUTION

To adopt an up to date policy that covers rechargeable repairs for Council tenants.

ATTACHMENTS: **Yes – Revised Policy**

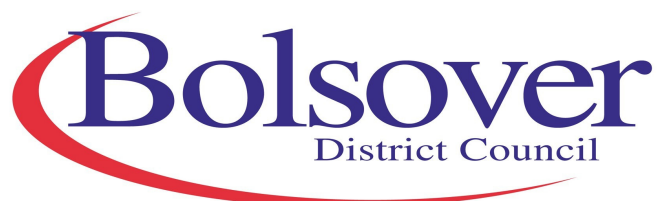
FILE REFERENCE:

SOURCE DOCUMENT:

BOLSOVER DISTRICT COUNCIL

Rechargeable Repairs Policy

July 2009. Revised May 2013



This Policy addresses the following Corporate Aims (show those which are appropriate to the policy only):



COMMUNITY
SAFETY



CUSTOMER
FOCUSED SERVICES



STRATEGIC ORGANISATIONAL
DEVELOPMENT



REGENERATION



SOCIAL INCLUSION

The District of Bolsover Equalities Statement

The District of Bolsover is committed to equalities as an employer and in all the services provided to all sections of the community.

- The Council believes that no person should be treated unfairly and is committed to eliminate all forms of discrimination in compliance with the Equality Strategy.
- The Council also has due regard to eliminate racial discrimination and to proactively promote equality of opportunity and good relations between persons of different racial groups when performing it's functions.

This document is available in large print and other formats from any of the Council Offices or by contacting the Chief Executives Directorate on 01246 242323. Please bear in mind we will need a few days to arrange this facility.

If you need help to read this document please do not hesitate to contact us.

Our Equality and Improvement Officer can be contacted via [Email](#) or by telephoning 01246 242407.

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Details of Document	
Title	Rechargeable Repairs
Document type – i.e. draft or final version	Review
Location of Policy	L:\housing\policies
Author of Policy	Peter Campbell
Reviewed by Director of Strategy	July 2008
Risk Assessment completed	Yes
Community Safety implications Please indicate any implications in relation to the Crime and Disorder Act 1998	This policy involves working with police who have been consulted during development
Equality Impact Assessment completed.	August 2008
Approved by	Patch Mgt route
Date Approved	June 2009
Policy Review Date	November 2012

Version numbers

- 4.0 – 2012 Review – changes to charging calculation
- 4.1 – 2012 Review with PMWG comments
- 4.2 – 2012 Final PMWG Comments
- 4.3 – 2012 Final – proof
- 4.4 Updated with changes from Audit.

CONTENTS

- 1.** The Introduction
- 2.** The Scope of the Policy.
- 3.** The Principles of the Policy.
- 4.** Responsibility for implementing the Policy

Rechargeable Repairs Policy

Scope

This policy applies to tenants of Bolsover District Council Housing Department, and their households. Although, for convenience, the word tenant is used throughout this document this policy includes secure tenants, non-secure tenants other tenants and tolerated trespassers – the same principles will apply to tenants of Council garages.

This policy describes the activities and responsibilities involved in carrying out repairs in circumstances where

- The repair is the responsibility of the tenant, or
- The damage to the property is caused by wilful damage, neglect, misuse or abuse by the tenant, their family or visitors to the property, or
- The repair is required when moving out of a house to bring it up to an acceptable standard.
- The repair is a result of a break in
- Where a tenant has misrepresented a repair, or the urgency of a repair when reporting this to the Council.

This document does contain some examples in the appendix, but this is not an exhaustive list. However, the principles within this policy will apply to all cases.

Principles

The Council is committed to maintaining the housing stock to the highest standard, and aims to provide a good service to all tenants.

However, there are times where tenants (including members of their household or visitors) cause damage to Council property. In some cases the Council will not be aware of the damage until the property is void.

The overall aim of the Rechargeable Repairs Policy is to contribute to the efficient and effective maintenance of the Council's housing stock and to ensure that expenditure is managed effectively.

The specific objectives of the Rechargeable Repairs Policy are:-

- To give clear guidance on the circumstances when people or tenants will be recharged.
- To give clear guidance on the circumstances where discretion will be exercised.
- To outline the process of recharging for repairs.

- To outline the basis for calculating the recharge.
- To inform tenants of payment arrangements.
- To inform tenants of the action the Council will take if payment is not made.
- To monitor the performance of rechargeable repairs in order to seek continuous improvement.

The principles underlining the Recharge are:-

- The Council is committed to delivering a repair service that is fair, equitable and transparent.
- The Council is committed to ensuring that existing housing is maintained to standards that are acceptable to the Council
- That tenants or others who cause additional expense to the Council are held responsible for their actions.

Circumstances for recharging

Generally, the Council is responsible for repairing and maintaining the structure and property and any fixtures and fittings originally provided. Tenants are informed of their repair responsibilities when they sign the Tenancy Agreement and these responsibilities are also outlined in the Tenants Handbook.

Tenants will be recharged for :

- Wilful damage - e.g. replacing a smashed door,
- Neglect - e.g. clearing a blocked sink, drain or bath. Damage caused by fire when a pan has been left on, or items placed too close to a fire. (note damage that is accidental usually falls under this category)
- Misuse - e.g. damage to fire grates from using the wrong fuel.
- Abuse - e.g. graffiti to walls, unauthorised alterations
- Work that may be required when moving out of their home in order to bring it up to an acceptable standard for a new tenant.

Note: If a tenant (or a member of their household, or a visitor) causes damage, this is a breach of tenancy and the Council may take further legal steps such as seeking an injunction, possession proceedings and/or recovery action through debtors. Examples of this would be:

Where actions by a tenant pose a risk to people or property – for example unauthorised alterations to the gas or mains electrical supply.

Where damage is wilful and extensive.

Where there has been a history of neglect over a period of time.

Discretionary Circumstances

Each case must be assessed and discretion may be exercised, depending on the circumstances affecting the individual case. In considering when discretion should be exercised and a recharge waived in part or in full, account should be taken of issues such as, but not limited to the following:

- Age of members of the household
- Health of members of the household
- Any disability within the Household.
- Type of repair
- Evidence of previous rechargeable repairs

Officers are asked to make an assessment of the vulnerability of the tenant and their ability to carry out repairs. If the tenant is considerably more vulnerable than the typical tenant, and the repair is not due to wilful damage, officers will consider waiving the charge.

The decision not to charge can be made either by a Repairs Manager or the Housing Enforcement Manager. If a tenant is not satisfied with this decision they can appeal to an appeals panel who will be the Head of Housing and the Portfolio Holder for Housing (or another Executive member if there is a connection between the tenant and the Portfolio Holder, or the tenant lives in that members ward)

If someone caused the damage in the course of a violent incident, towards the tenant (or a member of the tenant's household or a visitor to the property) and the tenant completes and returns a declaration (see appendix) to the Council, an investigation will be carried out. However, we will seek to recover this cost from the person who has caused the damage.

In all cases where the tenant claims the damage has been caused by someone unknown they will be required to complete and return a declaration (copy included in appendix). If this is not returned the tenant will be charged for the work.

Similarly if damage has been caused by vandalism, the Council will work with the Police to identify the perpetrators. When identified, the Council will always seek to recover money from perpetrators and where appropriate take legal action.

Investigations will be carried out on all cases where the damage is over £200 or there is a history of damage to the property (i.e. more than 1 incident of damage within a 12 month period). This will involve taking a statement from the tenant, and details of any witnesses. If the officer carrying out the investigation feels that, on the balance of probabilities it is likely that damage is due to the tenant (or their household or visitor) the police will be informed who may carry out a more detailed investigation.

If these investigations find that the tenant has caused damage to the property, the Council will seek to take legal action against the tenant provided evidence is available.

Insurance

Some tenants may be covered on their household insurance for repairs for which the Council would make a charge. Arranging insurance is the responsibility of the tenant. Tenants should be advised to check their insurance policy before agreeing a recharge repair. Any work carried out by contractors appointed by an insurer should meet Council standards, and be accepted by a suitable officer who is identified by the Head of Housing.

Responsive Repairs

When a tenant reports a repair a member of the housing service will assess the repair and identify:-

- The urgency of the repair - the type of repair will determine the timescale by which the repair must be completed.
- Who is responsible for the repair - the Council or the tenant?
- Where information is incomplete or where a technical decision has to be made the repair request will be passed to a Repairs Co-ordinator to determine whether an inspection is required.

In the case of emergency repairs that are rechargeable, owing to the limited timescale involved, the Council will complete the repair and the tenant will be recharged.

The amount to be recharged is made up of several elements, as follows:

An estimate cost of repair (time plus materials)

PLUS

The cost of any call out fee if out of hours or an emergency.

PLUS

The Cost of any specialist reports and/or contractors needed

PLUS

Value Added Tax (if appropriate)

PLUS

An administration charge of 20% (to a maximum of £500)

Emergency repairs can be arranged immediately, and there is no requirement to receive quotations.

Note – in many cases Emergency Repairs will be to ‘make safe’ only. For example a smashed window reported as an emergency will be boarded up rather than replaced.

For other repairs, the Council should provide an estimated price to the tenant before work starting. Work should only start when the tenant has given acceptance that they agree to pay the cost of the repair, this acceptance should be in writing.

The tenant may choose to arrange to employ their own contractor, or carry out work themselves, and has up to 28 days to complete this. In such cases the repair will be inspected by the Council to ensure the work meets the appropriate standard. If not, the Council will complete the repair and the tenant will be recharged.

If the tenant neither carries out the work to a standard that is acceptable to the council, nor agrees to the council carrying out the work then the council will consider enforcement action against the tenant.

Void Repairs

When a tenant gives notice to end their tenancy, arrangements will be made for a pre-termination inspection. This inspection will identify any aspects of disrepair, which are the responsibility of the tenant. The tenant will then have the opportunity to rectify any repairs for which they are responsible prior to the end of the tenancy. This notification should be in writing.

If any identified defects are not remedied prior to the end of the tenancy, or if the work is not of a satisfactory standard (as determined by a suitably qualified officer from Bolsover District Council Housing Department) a recharge may then be raised for the cost of the works.

When properties are vacated, the Council expects that the outgoing tenant will ensure the property is tidy and in good repair. A booklet will be issued to all tenants describing the expected condition. If the property falls below these standards the tenant may be recharged for any works needed to bring the property up to standard.

If a potential recharge is identified when the property is void the Council will take photographs as evidence of the condition of the property. These photographs will be kept as evidence of the condition of the property. Photographs should be date stamped where possible and original prints signed and dated by the officer taking the photograph.

Note; In addition to repairs for void properties the Council will also recharge if the property, including the garden, is not left in a clean and tidy condition. This may include clearance costs, gardening cost and the costs of cleaning the property.

Tenants Improvements (also see the Tenants Improvements Policy)

If a tenant seeks and is granted permission before carrying out an improvement and complies with all conditions normally no charge will be made. However if the improvement has damaged the property (even if permission is granted) then the tenant will be charged for rectifying the damage.

If the tenant carries out an improvement without permission they will be charged for either:

- a. the cost of reinstating the property, or,
- b. the costs of granting permission retrospectively. This may include a cost for inspections. .

The Council will decide which option will apply.

Misrepresentation

When a tenant reports a repair, and purposefully exaggerates the seriousness of the repair in order to either ensure the repair is assigned a higher priority, or to ensure that a call out is made to an out of hours repair the Council will seek to recover costs from the tenant. In the case of an out of hours call the amount recharged to the tenant will cover the call out charge made by the out of hour's contractor. If the work is carried out by another external contractor the recharge will cover the call out charge, if the work or visit is carried out by a Council the recharge made will cover the time and expense incurred by the Council. In all cases the charging methodology, as explained above, will apply.

Recharge Payments

The Council will raise an invoice for payment as soon as possible after the repair is completed. The Housing Service recognises that in some circumstances, repayment of charges in full would cause excessive financial problems for the tenant. With this in mind, Revenues Officers may agree a reasonable and affordable payment of the debt, by instalment, based on their knowledge of the individual tenant's financial circumstances

Contributory Negligence

When considering a request to waive payment, Officers will consider if a tenant has behaved in such a way that has either contributed to the damage (for example someone who is dealing drugs from the property who has had a window damaged), or has not prevented the damage (for example leaving open a window to allow an intruder into the property who then causes damage). In such case it is very unlikely that the recharged will be waived.

Special Circumstances.

No recharges will be issued for less than £50 at the end of tenancies.

If the tenant has died, any recharges should be recoverable from the estate of the tenant; this is not always a relative. Any correspondence and the bill should be sent to 'The Personal Representative of (NAME OF TENANT)'

Appeals Process

Current and former tenants have the right to appeal initially to the appeals panel. The appeals panel will be the Head of Housing and the Portfolio Holder for Housing (or another Executive Member if the tenant is in the Portfolio Holders ward, or is known by the Portfolio Holder) and a member of Senior Management Team. An appeal may be made by the tenant (or executor) or their representative, but must be authorised by the tenant (or executor). Any appeal must be in writing – the panel will consider all submissions, but the tenant has no right to make a personal appearance.

Collection

The responsibility for issuing invoices for payments, and recovery of debt lies with Revenue Services.

Monitoring

In order to comply with its service commitments, it is important that the Council should monitor the effects of rechargeable repair procedures. Areas to be monitored are as follows:

- Number of rechargeable repairs carried out as a void repair.
- Number of rechargeable repairs carried out as a responsive repair.
- Cost of rechargeable repairs.
- Income received from rechargeable repairs/recovery rate
- Details of where discretion has been applied. .

This information will be used to evaluate the effectiveness of this policy, and will be used in any future review of this policy.

3. Responsibility

Overall responsibility for this policy lies with the Head of Housing. Other staff and departments have responsibilities as outlined in the policy.

Responsibility for recovery lies with Revenue Services.

NOTE: In parts this policy refers to the tenant as causing damage. However, in practice damage may also be caused by a tenant's household or visitors of the property. In such cases recovery action will be taken against the tenant.

4, Glossary

In the document the term “A Repairs Manager” has been used. For clarity this refers to the tier of staff who report to the Head of Housing

Examples

1. Broken Window

A broken window will normally be recharged. Unless this has been broken by vandalism or other crime by a person who is not the tenant, a member of their household or a visitor to the property, AND the tenant completes and returns a declaration form (containing a police incident number). The tenant will always be asked who caused the damage

Details of all such incidents must be passed to the ASB team who will investigate the circumstances.

Note: If the tenant is a victim of harassment and the ASB team are aware of this, no incident number will be required.
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2. Lost keys

A charge will normally be made to tenants who have lost their keys and need to gain access. However, this may be waived for tenants who are:

- vulnerable due to age or disability, or
- had their keys stolen and have a completed a declaration, or
- victims of domestic violence who suspect the violent partner has a copy of the key

In all these cases authorisation must be granted by a Repairs Manager, Housing Enforcement Manager or Head of Housing.

3. Additional keys

A charge will always be made for tenants who require additional keys.

4. Damage to Doors caused by Police gaining access (and other emergencies)

It is not generally possible to pursue the Police for damage caused to the property by their forced entry as they will have various powers to force entry, for example, the Police have a power to lawfully gain entry under Section 23 of the Misuse of Drugs Act 1971 where they have reasonable cause to believe that illegal substances or documentation related to transactions concerning illegal substances are likely to be recovered at the Property. Before the Police are able to obtain a warrant they have to satisfy the Justice of the Peace of this, therefore it would be difficult to argue that a justice of the peace acted in error in granting the warrant.

Therefore the council will attempt to work with the police, and to provide access to properties when this is accompanied by a warrant Paragraph 6.4 of Police and Criminal Evidence Act Code B states that the Police should try to obtain consent for the search from the occupier or any other person entitled to grant access to the Property unless it can be shown that the property was unoccupied, or both the occupier and (in this case) landlord were absent, or there are reasonable grounds to show that seeking consent would frustrate the purpose of the search or endanger the police or other persons

If the police do not gain our permission we will, attempt to recover the cost of any damage from the police,

Similarly if a door is damaged by the fire brigade in order to gain access to a property to tackle a fire that has been caused by a tenant (or a member of their household or a visitor) even if this is accidental the tenant will be charged for repairs.

(Although this example mentions a 'door', this could relate to any part of the property including windows, internal doors, door frames and surround etc).

5. Damage caused by neglect.

If a tenant (or their household or visitor) has behaved in a way that has caused a fire in their home, the tenant will be recharged for any subsequent repairs. This will include:

- Chip Pan or other kitchen fire
- fires caused by defective electrical equipment not owned by the Council
- Fires caused by placing items too close to heat sources.

If a tenant deliberately causes a fire in the property enforcement action will be taken.

6. Internal fittings

In most circumstances damage to internal fittings, including glazing, sanitary ware and internal doors will be recharged to the tenant.

7. Misrepresentation

If a tenant reports a problem which is an emergency and necessitates the use of an out of hours service, but when the contractor arrives on site the job is not an emergency the tenant may be recharged the full call out fee incurred by the Council (including VAT and an Admin fee).

8. Fire Grates.

The Council will normally replace fire grates for properties with a Coal Fire. However, if the tenant is burning coke or another produce that burns at a higher temperature, and as a result damages the fire grate the tenant may be charged for replacements of grates. The decision to recharge for this will be made by a Repairs Manager,

(name)
(address)

Dear

Damage to property

Following your report of damage to your property, I write to advise you of the following:

We have raised an order to carry out this work. You will receive a target dates, by which you can expect the repair to be completed.

Please find, on the reverse of this letter, a declaration of truth. You must complete, sign and return the declaration in 7 days to ensure that you are not charged for the repair. If we do not receive the fully completed declaration, we will charge you for the full cost of the repair plus VAT and an amount for administration.

Before returning the declaration, please ensure that you have included an incident number, which you can obtain from your local police station. **Please be aware that if you make a false declaration your home may be at risk and you may be prosecuted for fraud.**

Yours sincerely

DECLARATION

I (NAME).....declare that this statement is true to the best of my knowledge and belief and I make it knowing that, if tendered in evidence, I shall be liable to prosecution if I wilfully state anything in it, which I know to be false or do not believe to be true.

Location of incident including damage or loss (including address of property)

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.....
.....

Incident number (from the Police)

.....

How incident occurred including time /date

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.....
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.....

Name and address (if known) of person responsible for damage / loss

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.....
.....

Details of person reporting

Name.....
.....

Address.....
...
.....
.....

Signature.....**Date**.....
...

Use the reverse of this form, or attach additional sheet if needed.

Information provided to Bolsover District Council on this form will be held and treated in accordance with the Data Protection Act 1998. It will be used for the purpose for which it was given and may be shared with other council departments or third party organisations including the police.

Please return this completed form to Housing Department – Bolsover District Council – The Arc – High Street – Clowne – Derbyshire – S43 4JY