

Rechargeable Repairs Policy

2021



We speak your language

Polish

Mówimy Twoim językiem

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我们会说你的语言

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CONTROL SHEET FOR RECHARGABLE REPAIRS POLICY

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Relevant Cabinet Member (if applicable)	Cllr Sandra Peake
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Final policy approval route i.e. Executive/ Council	Executive
Date policy approved	
Date policy due for review (maximum three years)	
Date policy forwarded to Performance & Communications (to include on Extranet and Internet if applicable to the public)	

1. Introduction

Bolsover District Council aims to deliver a continuously improving responsive repair and maintenance service, by making sure that day to day repairs are carried out quickly, on time, and to a high standard that customers are satisfied with, whilst maintaining value for money in the service at all times.

Bolsover District Council will make sure that all properties are repaired and maintained, providing a safe home environment for all its residents and tenants.

All tenants are made aware of their obligations not to damage or neglect Council properties, at the point they sign the Tenancy Agreement. It advises tenants that they must keep their home in a reasonable condition and leave it clean and tidy at the end of the tenancy. The Tenancy Agreement also allows tenants to be recharged for repairs or replacements arising from damage to properties, by the tenant, family members or visitors to the home.

This policy outlines Bolsover District Council's approach to recovery of recharges. These are the costs of repairs/works that the Council have been required to carry out to a council property following damage, unauthorised or non-compliant DIY, neglect or abuse by tenants, residents or members of their household, visitors to their home.

2. Scope

Generally, Bolsover District Council is responsible for repairing and maintaining the structure of the property and any fixtures and fittings originally provided in the property.

Tenants are informed of their repairing responsibilities when they sign their Tenancy Agreement and the repairing responsibilities are further outlined in the Repair Handbook issued to all tenants which sets out expected conditions.

INSERT [Link to the webpage when available](#)

We also encourage tenants to purchase household insurance which may cover the costs of repairs which we would recharge for. It is the tenant's responsibility to check their policy before agreeing a recharge.

This policy sets out how we will deal effectively with recharges, including those arising from damage, non-standard alterations or the costs of clearing redundant possessions left by the tenant. This policy applies to all Council properties including garages and those let on a non-secure basis.

3. 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 (empty).

The overall aim of the Rechargeable Repairs Policy is to contribute to the efficient and effective management and maintenance of the Council's housing stock. It will assist in ensuring the Council provides well maintained properties and ensures 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.**

4. Definition of a recharge

A rechargeable repair is defined as a repair, replacement or clearance work that is necessary due to one of the following reasons:

- Wilful damage - damage caused to council property intentionally this would include damaged doors or windows, DIY which has damaged the fabric or structure of the property or its internal parts.
- Neglect - e.g. includes failing to dispose of rubbish properly, losing keys, putting nappies, baby wipes and other inappropriate items down the toilet, 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 damage caused to council property by incorrect or improper use, for example, damage to doors, graffiti to walls, damage to fire grates from using the wrong fuel.
- Abuse - e.g. unauthorised alterations
- Work that may be required when moving out of a property in order to bring it up to an acceptable standard for a new tenant.

A list of example recharges is attached at Appendix 1.

5. Circumstances for recharging

Tenanted properties

The Council will aim to identify whether or not a repair is rechargeable at the initial reporting stage and the tenant will be informed at this point. 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. An officer will inspect the repair and make a decision as to whether the repair would constitute a recharge.

Non – emergency works

Where the tenant is to be recharged, the Council should provide an estimated price to the tenant. Work should only start when the tenant has agreed to pay the cost of the repair, this agreement should be in writing (see pro forma at Appendix 2).

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 does not carry out the work to a standard that is acceptable, or agrees to the Council carrying out the work, the Council will consider enforcement action against the tenant.

Emergency repairs

In the case of emergency repairs that are rechargeable, due to the urgent nature, the Council will repair and the tenant be recharged, without seeking a quotation in advance. These will be 'make safe' repairs only. For example a broken window reported as an emergency will be boarded up rather than replaced.

The Council will recharge a tenant should they abuse the emergency call out service, e.g. when a repair is not really an emergency, but has been reported as one.

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, damage or alteration, 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.

If such defects are not remedied prior to the end of the tenancy, or if the work is not of an acceptable standard, a recharge may be raised for the costs of the work. In addition other rechargeable repairs may also be identified once the customer has vacated the property, e.g. if the property and garden are not left in a clean and tidy condition. Photographs will be kept as evidence of the condition of the property.

Tenants Improvements (also see the Tenants Improvement and Alteration Policy)

Tenants have a general right to improve their home provided the improvement is agreed by the Council and complies with all planning, building and environmental requirements, and does not adversely affect neighbours or their properties.

If the improvement has damaged the property, even where permission has been granted, the tenant will be charged for rectifying the damage and make good any issue identified.

Where an improvement has been made without prior written permission from the Council, either the tenant will be charged the cost of reinstating the property or, the costs of granting permission retrospectively as long as the improvement has met all other provision required. The Council will decide which option will apply.

Permission will not be refused unreasonably but may be granted with conditions such as returning the property to its original standard before the end of the tenancy.

There will be an expectation that whoever undertakes the work on behalf of the tenant is competent to do so. In the case of Solid Fuel, Gas or Electric, they must be qualified and registered with the appropriate governing body. Certification will be required for the work, failure to do so will deem the work potentially dangerous and as such unacceptable.

Mutual exchanges and transfers

Where a tenant has requested a transfer to another property either as part of a mutual exchange, or internal transfer to another Council property a transfer inspection will take place to determine the standard of the property.

If rechargeable repairs are identified, conditional approval for the exchange will be given, subject to the necessary work being completed. The tenant will be given the opportunity to complete the necessary repairs before the tenancy ends. Alternatively, the Council can undertake the work and the tenant be recharged. In these circumstances, the exchange will not be completed until the tenant has paid the debt in full.

It is not always possible for Council officers to identify every non-standard fixture and fitting, poor DIY job or damage to property. The responsibility therefore lies with the incoming tenant to carry out a full inspection of the property with the outgoing tenant.

The Council will not accept liability for non-standard items, DIY or damage on the basis that it was not apparent during the inspection.

Checks for outstanding recharges will also be made when a request for a mutual exchange is received and conditional approval be given until the debts have been paid in full.

Action taken by the Police or emergency services

When Derbyshire Police act with reasonable force in correctly executing a warrant at a property, there is no liability on their part to make good the damage caused whether an arrest was made, or not. In all cases the damage will be recharged to the tenant. If the tenant objects then they must take this matter up with the Police and the recharge will stand.

Calculating repairs

A rechargeable repair may consist of various elements as follows;

- The costs of the repair (including time and materials, based on BDC Minor Work Contract Rates applicable at the current time)
- The costs of any call out fee if out of hours or an emergency
- The cost of any specialised reports and or contractors needed
- VAT if applicable
- A 20% admin charge (up to a maximum of £500)

6. Circumstances for not charging

A recharge will not be applied in the following circumstances:

- Where a tenant has been the victim of a serious crime, and they have reported the crime to the Police and obtained a crime reference number or valid supporting evidence from the Police.
- Where the damage has been during a violent incident towards the tenant or a member of the tenant's household or a visitor to the Property
- Where the damage is caused by general wear and tear with fixtures and fittings reaching the end of their practical life span.

7. Payments for rechargeable repairs

Whenever practical, tenants will be required to agree to the rechargeable repairs prior to completion of any works. However in instances where this is not possible, i.e. emergency repairs, the work will be carried out and the tenant will be invoiced after the work has been completed.

Payment for repairs would normally be expected to be paid in full. However where this is not possible a repayment arrangements can be made and the debt monitored until it has been repaid in full.

Payments will be monitored by the Council's Finance Department.

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.

A record of the former tenant and any outstanding debt will be maintained for future reference on the Council's Housing Management System.

Discretionary circumstances

There may be circumstances when a person's vulnerabilities affect their ability to pay the rechargeable repairs, or there may be exceptional circumstances which need to be considered.

Where this is the case, consideration will be given to the appropriateness of recharging a tenant either in full or in part. However, any exceptional circumstances or vulnerabilities may not be known by the Council until after the recharge invoice has been sent.

If someone wishes to dispute a recharge they will need to follow the appeals process set out below.

Recharges will only be written off in exceptional circumstances where it is agreed that the debt is irrecoverable in line with the Council's policies and procedures.

8. Appeals process

Current and former tenants have the right to appeal the recharge. Appeals should be in writing setting out reasons why the work and the amount is being challenged. Documentary evidence to support the appeal should be provided.

This will be assessed and discretion to reduce or waiver the recharge may be exercised. This will depend on the circumstances affecting the individual case. A decision will be taken by the Repairs Manager, and Housing Enforcement Manager and will be confirmed in writing.

If the tenant is not satisfied with the outcome of the appeal, the complaint will be entered into the Council's Complaints Procedure and dealt with accordingly.

Complaints

The Council has its own Compliments, Comments and Complaints Procedure.

The Council welcomes complaints from tenants who feel they have been poorly or unfairly treated and we will do our best to put things right when things have gone wrong.

If you are unhappy with the *process* then you can make a complaint about us or any of our services by completing the on-line Compliments, Comments and Complaints Form.

You can write to us at The Arc, High Street, Clowne, Derbyshire S43 4JY, call into any one of our Contact Centres and asking one of our employees to put your complaint in writing for you ,or call the Contact Centre on 01246 242424.

Appendix 1 - Examples of tenant recharges – note this is not exhaustive

We will recharge the tenant for any costs incurred by the Council in:

- Replacing any lost or broken door entry key fobs or keys and for changing locks
- Storing tenant's belongings following vacating the council property
- Removing graffiti and rectifying any damage
- Vandalism to council property, where a Court has prosecuted the perpetrator or where the individual has admitted the damage
- Taking legal action where the tenant has prevented us from carrying out our legal obligations
- Clearing items from communal areas
- Damage identified following routine property inspections
- Removal of trees or hedges which are not the Council's responsibility, if these are deemed to be dangerous or overgrown
- Tidying of gardens including shrubs and trees that have been neglected or are overgrown
- Use of the Council's Handyman Scheme to carry out specified works on the tenant's behalf
- Damage caused by excessive hoarding of items within the property/land
- Clearing dog fouling
- Garage or garage ground rent plot evictions (to include clearance costs and lock changes)
- Damage to car parking areas and the removal of unauthorised vehicles
- Removing abandoned or non-roadworthy vehicles
- Damage to fences and gates owned by the Council
- Damage to the structure of the building
- Attending a power failure caused by blown light bulbs or faulty appliances
- Attending a blocked waste where the tenant has not tried to clear it themselves, or where the cause of the blockage is deemed to be through neglect or misuse
- Removing rubbish or items left at the property/land on ending a Tenancy Agreement
- Damage to communal TV aerials
- Excessive cleaning required to a property/land due to neglect
- Unnecessary water damage caused to a Council property where a tenant has refused to turn the stop tap, or refused access to remedy a leak
- Carrying a gas safety check as a result of two or more tenants wishing to undertake a mutual exchange
- Carrying an electrical safety check as a result of two or more tenants wishing to undertake a mutual exchange

Appendix 3

BOLSOVER DISTRICT COUNCIL

RE-CHARGEABLE WORKS – AGREEMENT TO WORK AND PAYMENT

In accordance with Part (i) of my Housing Tenancy Agreement and after discussion with the Housing Officer

on the atam/pm

I being the named Tenant of

.....

.....

DO HEREBY AUTHORISE Bolsover District Council to undertake such works detailed in the attached schedule, to the above property

I AGREE to pay such proportion of the cost of the works as the Council may determine to be attributed to me

TENANTS SIGNATURE DATE

OFFICERS SIGNATURE

COST (INCLUDING ADMINISTRATION AND VAT) £.....