

Rechargeable Repairs & Maintenance Policy

Document Control

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1. Introduction

Gravesham Borough Council strives to ensure that all our properties are repaired and maintained to provide a safe home environment for our tenants, making sure that day-to-day repairs are carried out on time and efficiently whilst still maintaining value for money. Where repairs are not attributed to fair wear and tear, they will be treated as rechargeable. Costs recovered will help improve our services and properties which will ultimately benefit our tenants.

This policy outlines the way in which the council will recover the cost of repairs that need to be carried out that are rechargeable due to damage, neglect, misuse or abuse by tenants, their family, pets, or visitors to their property.

Where damage or neglect has occurred (for which the tenant is responsible) the tenant can arrange for the damage to be repaired themselves, however, if this does not meet current health and safety, building regulation requirements or in the case of gas and electricity the current legislation, the council will carry out further works and charge the tenant the costs. In addition, we will not be liable if a tenant has installed a defective system or fixtures and / or fittings without permission and may carry out and charge for repairs considered necessary for health and safety reasons or in situations of emergency, arising from the misuse of the property.

As a responsible landlord we have a statutory duty to undertake compliancy safety checks required by law in properties to ensure the health and well-being of all tenants and their families. Failure to comply will result in any non-urgent repairs being withheld and should access be prevented then costs to gain entry will be recovered.

The council will continually make sure that tenants are aware of their obligations not to damage or neglect their property; this is formally agreed with the tenant when the Tenancy Agreement is signed.

This policy will also be applied to people staying in the council's temporary accommodation.

2. Objectives of the policy

The overall aim is to contribute to the efficient and effective maintenance of Gravesham Borough Council stock and to ensure that expenditure is managed responsibly.

The specific objectives of the Rechargeable Repair Policy are:

- To give clear guidance on the circumstances that will be recharged.
- 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 Gravesham Borough Council will take if payment is not made.

3. The Legal Framework contained within the Tenancy Agreement

The Tenancy Agreement signed by the tenant and Gravesham Borough Council sections 2.2 and 3.4, plus the accompanying Repair Handbook confirms:

Tenants have the right to have repairs carried out to their homes under Section 96 of the Housing Act 1985 (as amended) and the regulations made under it apply to this agreement.

The council will make good and charge you with the cost of any repairs needed due to neglect, negligence or wilful damage by the tenant, member of the household, pets or visitors

Related Policies and Legal Requirements

In developing this policy, the following relevant legislative requirements have been reviewed:

- Housing Act 1985, 1988, 1996
- Landlord and Tenant Act 1985 1987
- Equality Act 2006
- Human Rights Act 1998
- Anti-Social Behaviour Act 2003
- The Gas Safety (Installations and Use) Regulations 1998
- The Lifting Operations and Lifting Equipment Regulations 1998
- The Control of Asbestos Regulations 2012
- Electrical Testing – (BS7671 - 17th Edition of the IET Regulations 2008 amended 2011, 2013 & 2015)
- Gravesham Borough Council's tenancy agreement
- Homeless Reduction Act 2018

4. Reasonable Charges

Charges will be fair and accurate and will be supported (where possible) by sufficient documentary evidence to clearly identify the reason for the recharge. Tenants who are to be recharged should be told the reason as to why as early as possible in the process.

To ensure consistency as to the amount tenants are to be charged, standardised costs have been identified for each repair, which include VAT at the current rate. However, costs may vary from property to property and where this is the case tenants will be notified. The list of costs will be reviewed on an annual basis.

Before a recharge invoice is raised, the circumstances of the person to be recharged should be considered, taking into account the protected characteristics under the Equality Act 2010 as well as their vulnerability and whether proceeding with the charge is appropriate and, in the council's, best interests. Such as:

- An incident of domestic violence.
- Disability
- Tenants with mental health issues who are unable to take responsibility for their actions.

The list is not exhaustive, and each case will be considered on an individual basis. At no point should the completion of a repair be delayed as the decision not to recharge would be expected to be taken in the minority of cases only.

Where the decision is taken not to recharge, a record should be kept on the relevant electronic system to provide an accurate audit trail of the decision made.

5. Repeat Offenders

We will review the previous repair recharge history and tenants who are regularly damaging their property are in breach of their tenancy/ license and the council may take further legal steps such as seeking an injunction, possession proceedings and/ or recovery action.

Examples of this may be:

- Where actions by the 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 history of neglect over a period.

6. Circumstances for Recharging

Generally, we will be made aware of a potential recharge in the following ways:

- Repairs identified by the Repairs Administration team as rechargeable when the tenant contacts the council to request a repair.
- Rechargeable repairs identified by an Operative / Inspector / Supervisor or Manager when attending a property for an inspection, scheduled maintenance, or a request by the tenant for a repair to be carried out at their home.
- Rechargeable repair job identified because of action taken by a third party, for example Kent Police.
- Rechargeable repairs identified by any Housing Officer following a visit to a tenant's home.
- Rechargeable repairs identified as part of a Pre-Void or Void Inspection.
- Rechargeable repairs identified as part of a Mutual Exchange Inspection
- When access to the property is denied carrying out statutory health & safety compliance checks.

7. Payments for Rechargeable Repairs

If a tenant contacts the Repairs Administration team and they advise that they need a repair which is deemed as rechargeable, the officer will advise of the charge and give indicative costs of the repair and that these could increase should it be a bigger job, in terms of time and materials, than first anticipated.

Payment for non-essential repairs would normally be expected to be paid in full (by debit/credit card over the phone) before any works are undertaken. If works are required in an emergency situation because of for example, a Health and Safety issue, a request will be made for the payment to be made in advance, however if this is not possible, arrangements should be made for an agreed lump sum to be paid to acknowledge the debt and an invoice sent to the tenant for the remainder of the debt to be paid within 28 days. In exceptional circumstances the work may be carried out without a deposit, but an invoice will still be issued to the tenant for full payment. This is usually in relation to a health and safety issue or the risk of the repair causing further damage to the property, such as gas/electrical installations, smoke detectors, water leaks etc.

If the tenant wishes to complete the work themselves, they will be given an agreed timescale in which to complete the work and a letter will be sent to the tenant detailing this and confirming that a member of Repairs or a Housing Officer will visit to inspect the work on a specified date. If the work has not been started or is not to the required standard, this will be referred to housing management to decide on the appropriate course of action.

If a tenant fails to pay the cost of the rechargeable repair within an agreed period, then the council may decide not to carry out any non-essential repairs on their property and may also remove them from any improvement programmes such as kitchen and bathroom renewal.

8. Rechargeable repairs identified by a Tradesperson/ Inspector/ Supervisor or Manager

If it is evident that the repair is required because of neglect and not fair wear and tear, the tradesperson will inform the tenant that the repair will be rechargeable before carrying out any work.

If leaving the repair would pose a health and safety risk to the tenant and their family such as gas/electrical installation, they would inform the tenant that the repair will be completed as planned and later they will receive an invoice for the works that have been carried out. The tradesperson will take the relevant before and after photos of the repair.

If the repair does not pose a health and safety risk, the tradesperson will confirm with the tenant that they are happy for the work to go ahead, and they will ask the tenant to contact the Repairs Administration team to make the necessary payment. The tenant will also be required to sign a consent form on an electronic device used by the tradesperson.

9. Misuse of Emergency and Out of Hours Repairs Service.

The council considers an emergency to be where there is immediate danger to a person or serious risk of damage to the property, and therefore the tenant must ensure this applies before reporting a repair as an emergency.

Where the council have attended as a matter of urgency i.e. treated the matter as an emergency upon the request of the tenant and subsequently find that the repair did not qualify as an emergency, the council reserve the right to recharge the tenant £40. This will increase to £90 during out of hours.

10. Missed and Wasted Appointments

Tenants will be advised when rearranging a missed appointment that three missed appointments will result in a recharge of £40 and will apply to all the services that DSO Building Management offer such as Responsive Repairs, Planned Work and Servicing.

The council may also charge where operatives have attended but when the appointment has been wasted for any reason such as no responsible adult being present, the area wasn't cleared for the work to proceed or where there was no money on the electric meter.

The council will also compensate the tenant £40 if the council fail to keep three consecutive appointments with the tenant and have not notified them in advance. This will only include missed appointments for a scheduled inspection or repair and not emergency appointments. It will also only cover where we have needed to access the property to carry out the work and not communal repairs. It will not cover missed appointments which were outside of the council's control, such as adverse weather conditions, extreme traffic, staff sickness etc.

Tenants will only be eligible to claim compensation for missed appointments if they do not have any outstanding debt across all the services the council provides.

11. Mutual Exchanges, Transfers and Right to Buy

If rechargeable repairs are identified in either or both parties' properties during the mutual exchange process, conditional approval will be given. Final approval will not be given until the rechargeable items have been repaired or renewed. Prior to final approval, a member of the Repairs team will visit the property / properties to inspect the work to ensure that it has been completed to a satisfactory standard. Checks should also be made of outstanding rechargeable debts when a request for a Mutual Exchange is received, and conditional approval will not be given until the debts have been cleared in full.

Immediately following the successful bid for a vacant property, the transfer tenant's current property will be inspected. Transfers will be withheld unless the tenant accepts full responsibility for any rechargeable repairs, including poor decorative condition, and makes payment in full or alternatively undertakes the necessary works within two weeks. This policy may be waived at the discretion of either the Head of Housing Assets or Head of Neighbourhoods where the transfer involves a vulnerable person, or the tenants are moving under the incentive scheme from larger to smaller accommodation. The transfer should not be granted until the costs have been paid or the repairs have been carried out to the council's satisfaction.

Any decision to suspend the transfer will be taken in line with the council's Allocations Policy and will be on a case-by-case basis.

A tenant who is looking to complete the purchase of their home under the 'Right to Buy' scheme will be requested to clear their debt prior to the purchase being completed.

12. Rechargeable repairs identified as part of a Pre-Void and Void Inspection.

When a tenant gives notice to end their tenancy, arrangements will be made with a Housing Officer for a pre-termination inspection to be carried out. This inspection will identify any repairs that cannot be classified as fair wear and tear and are therefore the responsibility of the tenant to rectify. During this pre-termination inspection, the tenant will also be advised of any rubbish clearances required from within the property and its boundaries. The tenant will be given the opportunity to arrange for these repairs and / or clearances to be completed prior to the termination of the tenancy. However, if these are not completed to the satisfaction of the council then a recharge will be raised for the cost of completing these repairs.

Failure to repay any outstanding debt will result in the recharge costs remaining on file and should the tenant subsequently apply for a further tenancy, any debt must be repaid prior to being accepted for housing.

13. Unauthorised Alterations

Under Section 97 of the Housing Act 1985 and Section 20 of both introductory and secure tenancy agreements tenants must seek the Landlord's Consent before undertaking any alterations to the property. Gravesham Borough Council may attach reasonable conditions before granting permission. Where tenants have carried out unauthorised repairs and unless there is an immediate Health and Safety Risk, they will be given an agreed timescale to rectify the faults or reinstate to its original condition. Failure to do so will result in the issue of notice to gain entry and complete the necessary works, the cost of which will be recharged to the tenant.

A customer can apply for retrospective authorisation which will normally be granted providing the work complies with any regulatory requirements and has been carried out by a competent tradesperson. Evidence of this will need to be provided by the tenant.

Where the council has granted permission for alterations, it will reserve the right to make good the work or reinstate the property to its previous condition and recharge the tenant accordingly.

14. Rechargeable costs identified for non-access to a property to carry out Statutory Health & Safety compliancy checks

When a tenant prevents access to the property for a statutory Health & Safety compliance check to be carried out the council will give notice that they will be applying to Medway Magistrates Court for a Rights of Access Warrant. Once the warrant has been issued further notice will be given of the council's intention to force entry into the property to carry out the statutory compliance check. The tenant will be charged for the costs of obtaining the warrant and the forced entry which can be up to £300.

15. Estate Services Recharges

The Caretaking Service strives to provide all residents with a safe, clean and tidy environment on their estate. Should they identify any tenants who have left rubbish or other items in the communal areas, the council will recharge the tenant for the cost incurred in removing the rubbish and / or personal items.

The Council will also recharge any costs incurred for cleaning, clearance of dog-fouling, drugs paraphernalia or any damage caused by anti-social behaviour caused by tenants and / or their visitors to the estate.

16. Appeals

Current and former tenants have a right to appeal initially to the Service Delivery Manager (Housing Repairs) in writing confirming why they feel the recharge isn't appropriate and thereafter using Gravesham Borough Council's complaints procedure.

17. Monitoring

To comply with its service commitments, it is important that Gravesham Borough 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 and the recovery rate.
- Numbers of disputes and outcomes including, monitoring by age, disability etc.

Appendix 1- Example of rechargeable work in a tenanted property

Lost and stolen keys

If a tenant loses their keys or finds themselves locked out of their property, they will be advised to employ or a locksmith to let them back in and change the lock. The council has no responsibility as a landlord to provide this service. If the tenant chooses to employ the council to change their locks, they will need to pay the cost of the work upfront. We will only carry out the work without payment upfront if the tenant's keys are stolen and they have obtained a valid crime reference number from the police.

Tenants will be recharged the cost of lock changes and any associated works (e.g., frame splice). Locks will not be changed without clear evidence that the person requesting the lock change has a tenancy interest and therefore a right to access the property.

If keys have been stolen, we will not recharge the tenant, however a crime number will be required.

Damage from forced entry

Where the Police have made an arrest after having forced access to a property, tenants will be recharged for the damage caused.

Deliberate damage by tenants, pets, visitors, or household members

Tenants will be recharged the full cost of repair, including associated works arising from careless or wilful damage.

Damage caused by fire

Tenants will be recharged the full cost of putting the damage right if it is found that the fire was caused by them, pets, visitors, or household members.

Where a crime has been committed and damage caused to the property

These will not be recharged if the tenant reported a crime to the Police. A crime / incident number will be required. If the crime number is not available at the time of reporting the repair, a recharge should be sought until the crime number is provided by the tenant.

Garden and Rubbish Clearances

We will seek to identify the need for gardens of tenanted properties to be cleared through regular estate inspections.

Initially the Council will inform the tenant that it is a condition of their tenancy agreement that their garden be maintained to an 'acceptable level'. Tenants will be advised that the Council reserve the right to undertake the work on their behalf and recharge them if they are unable or unwilling to undertake the work themselves.

Misuse of Emergency Repair/ Out of Hours Service

Tenants will be advised when receiving the emergency repair order that they will be recharged if the work is not considered to be an emergency. A standard charge of £40 will be applied for each call out in the above case or £90 during out of hours.

Missed Appointments, "No Accesses" or wasted appointments

Tenants will be advised when rearranging a missed appointment that the third "no access" will result in a recharge of £40.

Tenants will also be charged for any wasted appointments that we may attend, for example no responsible adult present or the area had not been cleared for us to work.

Non-access to a property to carry out Statutory Health & Safety compliancy checks.

When the council applies to the Magistrates Court for a Rights of Access Warrant, the tenant will be charged for the costs of obtaining the warrant. If access to the property is still denied, then they will also be liable for the forced entry costs. Costs can be up to £300.

Mutual Exchanges

Mutual exchange repairs works will be recharged to the tenant when there is evidence of unauthorised or illegal electrical works within the property. The reinstatement of works caused by alterations or improvements made without written permission from Housing Management will be recharged.

Recharges will also be levied where the application for mutual exchange is withdrawn by the tenant and inspections have already been carried out (the full cost of safety checks are payable by the tenant).

If rechargeable repairs are identified in either or both parties' properties during the mutual exchange process conditional approval will be given. Final approval will not be given until the rechargeable items have been repaired or renewed. Prior to final approval a member of the Repairs team will visit the property/properties to inspect the work to ensure that it has been completed to a satisfactory standard.

Checks should also be made of outstanding rechargeable debts when a request for a Mutual Exchange is received, and only conditional approval be given until the debts have been cleared in full.

Appendix 2- Example of where recharges may apply upon termination of tenancy

Gaining Access

Recharge where the outgoing tenant fails to surrender keys when vacating.

Overgrown gardens blocking access to property

Recharge the costs of cutting back and removing clippings, to leave the garden in a manageable state and safe/clear access to the property.

External rubbish

Recharge removal costs only if it is clear that the rubbish has been left by the previous tenant.

Dilapidated outbuildings and tenants' own hazardous hard landscaping

Recharge the full cost of removing damaged/unsafe outbuildings and restoring the garden

Unacceptable internal decorations

Recharge washing down all dirty walls and fixtures/fittings, and the cost of redecoration.

This will also include the covering of poor decoration or graffiti within the property.

Broken internal fixtures, fittings, and finishes

Normally these will be recharged in full.

Tenant's own electrical work/alterations

If the tenant did not get permission and there is no adequate documentation to prove that the electrical work is satisfactory, we will apply a recharge of the cost of any work necessary to comply with electrical regulations following the electrical check.

Unfixed, or improperly fixed gas appliances

Remedial work will be charged for following the safety check

Damaged or poorly installed fixtures and / or fittings

Tenants will be charged to put right.

Remodelled interiors

- If work is of poor standard
- If the work fails to comply with conditions of approval for alterations
- If the tenant has created a potential hazard

Internal rubbish/effects

Tenants will be recharged the cost of removing all items, including floor coverings, except for coverings in the bathroom and kitchen if they are in good condition.

Infestation and sharps

Tenants will be charged for the disinfestation of properties where they have been found to have caused the problem and for the removal of needles and syringes.

Property damaged from long-standing disrepair

Tenants will be recharged if significant damage has been caused by the former tenant's failure to report disrepair.

Drainage Clearance

Tenants will be recharged where it can be seen that they have misused the drain during occupation.