



## **Rechargeable Repairs Policy**

### **1. Introduction**

- 1.1 The policy outlines the way in which Medway Council Housing Services (the Council) will manage activities and responsibilities involved in carrying out repairs when the repairs involved are the tenant's responsibility and hence rechargeable to them.

### **2. Purpose**

- 2.1. The overall aim of the Rechargeable Repairs Policy is to ensure that tenants are charged, in line with their tenancy, for damage to the property which is caused by themselves, their household or permitted visitors.
- 2.2. The specific objectives of the rechargeable Repair Policy are:
  - 2.2.1 To give clear guidance on the circumstances where tenants will be recharged.
  - 2.2.2 To give clear guidance on the circumstances where discretion will be exercised.
  - 2.2.3 To outline the process of recharging for repairs
  - 2.2.4 To outline the basis for calculating the recharge.
  - 2.2.5 To inform tenants of payment arrangements
  - 2.2.6 To inform tenants of action Medway Council will take if payment is not made.

### **3. Scope**

- 3.1. This policy applies to all tenure and occupancy types, former tenants and Medway Council staff involved in repair duties including contractors and sub contractors used on the Councils behalf.

### **4. Legislation and Guidance**

#### **4.1. External**

- 4.1.1. Landlord and Tenants Act 1985
- 4.1.2. Housing Act 1988
- 4.1.3. Housing Act 1996
- 4.1.4. Disability Discrimination Act 1995

#### **4.2. Internal**

- 4.2.1. Void Management Policy
- 4.2.2. Medway Council Tenancy Agreement(s)
- 4.2.3. Tenants Handbook
- 4.2.4. Responsive Repairs Policy
- 4.2.5. Rent Arrears
- 4.2.6. Former Tenant Arrears Policy.

### **5. Appendices**

- 5.1. Appendix 1 - Schedule of rechargeable works to be used on pre-inspection visits (example & estimated costs only).

## **6. Policy**

- 6.1. Medway Council is responsible for repairing and maintaining the structure of the property and any fixtures and fittings originally provided. Tenants are responsible for repairs/maintenance of certain items (as detailed in the tenant handbook) and are responsible to repair or pay for the Council to repair, any damage caused by them, their Household or permitted visitors. Tenants are informed of their repair responsibilities when they sign the Tenancy Agreement with these responsibilities also being outlined in the Tenants Handbook.
- 6.2. Tenants will be recharged for repair works where they are necessary due to:
  - 6.2.1. Wilful damage – e.g. replace smashed door, lock changes for persistent abusers.
  - 6.2.2. Neglect – e.g. clear blocked sink, drain or bath.
  - 6.2.3. Misuse – e.g. replace toilet.
  - 6.2.4. Abuse – e.g. replace smashed glass
  - 6.2.5. Unauthorised changes to the property that result in necessary repairs.
- 6.3. Tenants will be responsible for works that are required due to the reasons listed in 6.2. Additionally, when moving out of the property, tenants will be responsible for works required to bring the property back to acceptable/re-lettable standard where the works required are due to their actions, those of their household or their permitted visitor whilst they held the tenancy for the property.
- 6.4. Each case must be assessed and discretion may be exercised to waive the recharge, depending on circumstances affecting the individual case based on factors such as:
  - 6.4.1. Age
  - 6.4.2. Health
  - 6.4.3. Disability
  - 6.4.4. Evidence of previous rechargeable repairs.
- 6.5. Where the damage is the result of vandalism, provided that it has been reported to the police (and a crime reference number has been obtained, where appropriate) and the Repairs Team, as soon as possible, a recharge will not be made.
- 6.6. When a tenant reports a repair, a member of the Repairs Team will assess the repair by questioning the tenant on the damage and how it happened. If it is identified the damage is the tenants responsibility, they will be advised it is rechargeable and provided with an estimated cost. The tenant is advised that they can arrange for the repair themselves but if they wish the council to carry out the repair they will be charged for works carried out.
- 6.7. If the tenant requires the Council to carry out the repair, the Repairs Team will identify the following and raise a works order:-
  - 6.7.1. The urgency of the repair – the type of repair will determine the timescale by which the repair must be completed.
  - 6.7.2. Where information is incomplete or where a technical decision has to be made the repair request will be passed to an officer to determine whether an inspection is required.

- 6.8. An administration charge will be added to the overall costs of the works as follows:
  - 6.8.1. Where the works value is up to £150 a £15 admin fee will be added to the total
  - 6.8.2. Where works are more than £150 a 10% admin fee will be added to the total.
- 6.9. If a tenant does not admit damage was caused by them in the initial assessment but when the contractor attends it becomes evident that this is the case, a recharge will be made.
- 6.10. Following completion of the works, the tenant/former tenant will be invoiced for the works. The tenant will only be provided with the overall cost of the works, but a list of exact individual charges will be provided on request. Medway Council will raise an invoice for payment as soon as possible after the repair is completed. The invoice will detail:
  - 6.10.1. The works order Number
  - 6.10.2. The works order Description
  - 6.10.3. The overall cost of the works
  - 6.10.4. The administration to the overall cost of works
  - 6.10.5. Payment Methods
  - 6.10.6. Details of how to request a full breakdown of works if required
  - 6.10.7. Details of how to appeal the charge.
- 6.11. Where tenants chose to complete works themselves or appoint their own contractor, these works must be completed to a high standard, be completed by a competent person where necessary and where appropriate will be subject to sign off approval by a Housing Services Building Inspector.
- 6.12. In the case of emergency repairs that are rechargeable, due to the limited timescales involved, Medway Council's Housing Services will complete the repair and the tenant will be invoiced for the cost of the repair after completion.
- 6.13. When a tenant gives notice to terminate their tenancy, arrangements will be made for a pre-termination inspection. This inspection will identify any items of disrepair, which are the responsibility of the tenant. The tenant will be advised of these and then have the opportunity to rectify the item prior to the end of the tenancy. If any items are not remedied prior to the end of the tenancy, are not remedied to a satisfactory standard or further items emerge, the Council will carry out the repairs as part of the void process and will be recharged to the now former tenants.
- 6.14. If tenants/outgoing tenant wish to dispute the rechargeable repairs that have been applied to their accounts they must do so in writing addressing it to their Housing Officer/previous Housing Officer, who will escalate it appropriately. The Housing Manager will have the final a decision on whether the charges should apply and communicate this in writing to the former tenant of the property. If the tenant/former tenant is not happy with outcome, they can follow the Medway Council Complaints Procedure.
- 6.15. Claims by tenants that they were not advised they will be recharged, will not automatically mean the recharge is cancelled as the tenants are clearly advised of recharge circumstances in their tenancy agreement and the tenant handbook.
- 6.16. Each case will be treated on an individual basis. Discretion may be exercised,

depending on the circumstances. In considering when discretion should be exercised and a recharge waived in part or in full, account should be taken of age, health and disability of the tenant of the property.

6.17. In cases where a tenant may be experiencing financial hardship and is unable to meet the costs of the invoice in full, the Housing Services Income Manager may negotiate an affordable repayment plan.

6.18. In the event that a tenant fails to settle the rechargeable repairs costs or defaults on any agreed instalment arrangement, a decision will then be made whether to move to legally recover the money owed to the council.

## **7. Role, Responsibilities and Authority**

7.1. The Assistant Director Physical and Cultural Regeneration retains the overall responsibility for the implementation of this policy.

7.2. The Deputy Head of Housing is responsible for the operational delivery of this policy and the associated procedures. This includes responsibility for monitoring and reviewing, staff awareness and training, policy development and communication to tenants.

## **8. Monitoring, Review and Evaluation**

8.1. Housing Services has developed this policy and the accompanying standards and procedures in full consultation with customers. Feedback received from any customer satisfaction surveys carried out will be used to inform amendments to the policy and thus improve the services provided.

8.2. We will

8.2.1. report the number of rechargeable repairs raised

8.2.2. report the value of current and former rechargeable repairs

8.2.3. report the collection rate for the rechargeable repairs.

8.3. This policy will be reviewed on a biennial basis or in line with legislative or regulatory changes.

Cross References: Repairs Policy, Tenancy Agreement, Former Tenant Arrears and Tenant Handbook.

Lead Officer: Deputy Head of Housing

Officer responsible for producing policy: Business Development Officer,  
Housing Finance Team Leader

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Appendix 1

**SCHEDULE OF RECHARGEABLE WORKS TO BE USED ON PRE-INSPECTION Visits - (Estimated costs only)**

	<b>Description</b>	<b>Code</b>	<b>Costs £ p</b>
<b>General</b>			
1	Clear garden labour and skip	(460041 x item)	240.75
2	Clear attic	(460004 x item)	43.40
3	Clear shed	(460031 x item)	21.73
4	Clear contents of dwelling	(460035 x item)	148.05
5	Environmental clean	(460010 x item)	303.71
6	Replace internal doors	(33000 x item)	110.65
7	Ditto ½ hour fire check Door	(330013)	172.47
8	Door security fob	Per item	6.00 to replace
9	Window lock keys	(391943 x item)	2.95
<b>Glazing</b>			
1	D.G. UPVC glazing	(330005 x item)	65.32np n/e.lm <sup>2</sup>
2	D.G. IPVC Toughened	(335005 x item)	83.69 n/e lm <sup>2</sup>
3	GWCG	(325005 x item)	106.85 n/e lm <sup>2</sup>
<b>Kitchens</b>			
1	Sink bowl & drainer	(630201 x item)	115.05
2	Renew worktop 1m mm	(372002 x item)	73.48 lm
3	Renew 1000m base unit	(371035 x item)	182.48
4	Renew 500m sink base unit	(371029 x item)	117.54
5	Renew 1000m wall unit	(371039 x item)	114.08
6	Renew 500m wall unit	(371055 x item)	84.46
7	Renew base unit doors		40.96
8	Renew drawers	(373038 x item)	45.79
<b>Bathrooms</b>			
1	Renew steel bath complete	(630901 x item)	363.07
2	Renew WHB/Pedestal	(630703 x item)	155.65
3	Renew WC pan & cistern	(630501 x item)	186.49