

CAERPHILLY HOMES  
HOUSING SERVICES  
RECHARGEABLE REPAIRS POLICY

JUNE 17

## Rechargeable Repairs Policy

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## **1. Introduction**

Caerphilly Homes is committed to providing a responsive and effective housing repairs and maintenance service. This is to ensure high levels of tenant satisfaction and to protect the value of its housing stock.

The council as Landlord has an obligation to keep its housing stock in good repair. We will do this when repairs are reported, with no cost to the tenant, providing the repair is a Landlord responsibility and is required as a result of fair, wear and tear. This normally means where the fixture or fitting has worn out or has come to the end of its natural life.

The majority of tenants keep their homes in good condition but there are some who do cause damage deliberately or through neglect. Where such jobs are required, we call these rechargeable repairs. We do not want the tenants who look after their homes to share the costs of repairs for those who do not.

Caerphilly Homes will ensure that no individual is discriminated against on grounds of their ethnic origin, sex, age, marital status, sexual orientation, disability, gender reassignment, religious beliefs or non-belief, use of Welsh language, BSL or other languages, nationality, responsibility for any dependents or any other reason which cannot be shown to be justified.

Caerphilly Homes will ensure the promotion of equal opportunities by publishing information and documentation in different languages and other formats such as large print, tape and Braille as required. An Equality Impact Assessment was undertaken on this Policy prior to its implementation

Where a repair is found to be the tenant's responsibility, the tenant, in some circumstances may have the option to undertake the repair themselves. However, in order to ensure the repair is completed to the required standard this will be monitored. Where ever possible the tenant will be advised prior to the work being undertaken.

Repairs that require a qualified tradesman to undertake the repair or where the repair may lead to health and safety concerns will be completed by Caerphilly Homes, and the tenant recharged for the full costs.

The council offers all tenants of Caerphilly Homes an insurance policy which will cover certain repairs for which the council is not responsible. Tenants also have the option of paying an additional premium to cover accidental damage.

A Recharge Procedure is in place for staff guidance to ensure consistency is applied across the borough. The Policy and Procedure will be reviewed annually unless legislative changes require that it be reviewed earlier.

Tenants Representatives have been consulted and contributed to the development of this policy.

## **2. Objectives of the Policy**

- To give guidance on the circumstances where repairs will be recharged
- To give guidance on the circumstances where discretion will be exercised – see Appendix 1 for Exceptional Circumstances
- To outline the recharge process for repairs
- To inform tenants how to request a review or dispute the recharge – see Appendix 3
- To show how rechargeable repairs will be monitored in order to maintain equality and to seek continuous improvement.

## **3. Policy Statement**

The Tenancy Agreement states that the tenant is responsible for paying the Council on demand any costs it incurs as a result of:

- willful damage
- neglect or negligence by the tenant or any person residing in or visiting the property
- the removal of any unauthorised alterations or improvements to the property and any necessary reinstatement work
- failure by the tenant to carry out, within a reasonable time, any repair to the property which is their responsibility.

## **4. Principles of the Policy**

The overall aim of the Recharge Policy is to contribute to the efficient maintenance of the Council's housing stock and to ensure that properties and expenditure are managed effectively. The principles which inform this aim are as follows:-

- 4.1 To efficiently and cost effectively manage tenancies by emphasising both the rights and responsibilities of tenants. Not raising rechargeable bills would deprive the Council of much needed income and increase the costs of the service and rental levels to all of our tenants.
- 4.2 To promote the provision of homes at affordable rents and in return expect our tenants to act responsibly and look after their homes.

- 4.3 To always consider the needs of vulnerable tenants. Exceptional circumstances will be taken into consideration and criteria will be used to assess exceptional circumstances. See Appendix 1.
- 4.4 To negotiate sustainable and affordable repayment plans with tenants/former tenants for rechargeable repairs.
- 4.5 To provide a repairs and maintenance service which is fair to all tenants, open, transparent and with recharges being consistently applied.

## **5. Rechargeable Repairs Definitions**

Repairs that have been completed by Caerphilly Homes or it's appointed Contractors which are the tenants/former tenants responsibility are as follows:

- Neglect – preventable damage caused by the tenant failing to take the appropriate action or through carelessness.
- Property Clearance – During a tenancy or when a tenancy ends there will be a recharge raised for works identified as a tenant's responsibility. This includes clearance of any rubbish and personal belongings that have been left in the attic, garden, garage, out buildings and communal areas.
- Damage – caused by actions of the tenant, former tenant, tenants family, invited guests or a contractor employed by the tenant.
- Accidental Damage – where damage has occurred unexpectedly and without malice
- Criminal Damage – Where the tenant has reported that the damage to the property occurred as a result of either criminal or anti-social behaviour. A 'Declaration of Truth' form is sent to the tenant which should be returned within 14 days. If the Declaration of Truth form is not returned or the incident is not reported to the Police a recharge will normally be applied.
- Domestic Abuse – Damage to the property where the tenant has reported an incident to the Police, which is subject to a Domestic Abuse Conference Call (DACC). If the perpetrator remains living at the property or the tenant remains in the relationship and does not take action against that person the damage will normally be recharged.
- No Access – The tenant is recharged for the cost of a failed appointment when prior arrangements have been made to carry out a repair and no access is available at the agreed time. However if the Council fail to attend an appointment at the agreed time compensation to the tenant based on the standard charge will be considered, providing loss of income is evidenced. This includes no

accesses for annual services to gas/solid fuel central heating appliances.

- Abuse of the Emergency Service – Tenants are recharged for misuse of the Out of Hours Emergency Service when it is clear that the repair could have waited until the following working day. Callers are advised of this on the emergency service recorded message and are then reminded when questioned by the Standby Operators who follow a standard script.
- Tenant Responsibility – Tenants who use the Repairs Service including the Out Of Hours Emergency Service for reporting a repair that is later found to be the tenant's responsibility will be recharged for all costs incurred by the authority.
- Tenants Alterations – If a tenant has undertaken unauthorised alterations to the property, which are not to the Councils required standards and the tenant fails or refuses to undertake the remedial works, then the Council will undertake the works in default, and the tenant recharged the full cost.
- Owner Occupiers – shared maintenance responsibility. This involves any part of the structure or a fixture that is shared with an adjoining council property such as chimney stacks, paths and fences. The private owner will be liable for costs incurred by the Council on their behalf.
- Leaseholders – these are costs for repairs undertaken to the structure of the building and are charged annually. The leaseholder would not be recharged for the full cost of the work; they would pay a share, in accordance with the terms of their lease, which depends on the number of flats in the block.

## **6. Rechargeable Repairs Criteria (the list is not exhaustive)**

### **End Of Tenancy Works**

1. Any work carried out after vacating the premises to repair damage caused to the property or to replace missing or broken fixtures and fittings. This also includes cleaning and decoration.
2. Broken floor tiles following removal of tenant installed floor covering
3. Forced entry and associated damage where no keys returned to include house, garage, shed.

4. Clearance of property, garden and outbuildings
5. Fumigation or extermination costs
6. Removal and making good tenants unauthorised or substandard alterations, including garden.

### **Response Repairs**

1. Any damage identified as being caused by the neglect or carelessness of the tenant, members of the tenant's household, or his/her visitors, lodgers or pets. This also includes unacceptable hygiene conditions, decorative standards and conditions of garden (and accumulation of rubbish).
2. Replacement of all door locks including garages and sheds.
3. Forced entry and associated damage (to include following loss of keys, Police entry, emergency service etc.)
4. All glazing internal and external including board up
5. Broken/damaged sanitary fittings
6. Electric works where loss has been caused by the tenant's appliance i.e. cooker or by accidental damage to the wiring in the property.
7. Electric safety checks following tenants alterations including light fittings.
8. Damage to the heating and hot water system or associated fittings i.e radiators.
9. Cost of Contractors wasted visit for inspection/repair of gas or electrical fittings due to lack of supply caused by tenant not crediting card/key
10. No access call on appointment (01 - OOH, 02, 03)
11. Blocked sinks, wash hand basins, baths and toilets unless a structural defect i.e. cracked drain causes blockage.
12. Replacement of bulbs, fuses and fluorescent tubes except in communal areas.
13. Abuse of Out Of Hours Emergency Service when repair does not fall within emergency criteria.

14. Use of Out of Hours Emergency Service when repair is tenant's responsibility.
15. Removal and making good tenants unauthorised or substandard alterations or any work carried out to fixtures, fittings or appliances installed by or belonging to the tenant, or to alterations the tenant may carry out during the tenancy, in order to make them safe.
16. Damaged caused to another property through tenant misuse or neglect. i.e. bath overflowing into ground floor flat.
17. Re-fixing radiators following redecoration
18. Renewing fire fronts if damaged or painted
19. Owner/Occupier joint responsibility e.g. chimney stacks, fencing

## **7. Cost of Repairs**

- 7.1 The cost of the repair will be recharged as shown in Appendix 2.
- 7.2 No charge will be made for any additional administration or 'handling' fees.
- 7.3 A minimum job cost will apply on all repairs carried out and this will be forwarded onto the tenant/former tenant. There is no set maximum price limit. An exception to this is the cost of any repairs undertaken by Contractors employed by Caerphilly Homes where the actual cost charged to Caerphilly Homes will be forwarded onto the tenant.
- 7.4 Where the tenant uses the Council's out of hours emergency service due to accidental or criminal damage (not fair wear and tear), the recharge will depend on the damage that has been caused and where it relates to criminal damage, consideration will be given to a recharge subject to the receipt of a declaration of truth form. Where a recharge applies this will be for the cost of the call out in addition to the cost of any repair undertaken.
- 7.5 Where a tenant uses the Council's emergency service for non-emergency repairs such as calls which could wait until the next working day, the tenant will be recharged for the cost of the call-out but not for the cost of the repair.
- 7.6 Where a prior appointment has been made with the tenant to carry out a repair and access is not available the tenant will be recharged for the cost of the no access call at the standard rate. (no minimum charge applies). Where the Council fail to attend an appointment at the agreed time and subject to financial loss being evidenced, compensation to the tenant based on the standard no access rate will be considered.



## **8. Monitoring**

- 8.1 The Policy will be reviewed in consultation with Tenants Representatives, staff and other stakeholders.
- 8.2 The Policy will be reviewed annually unless there are any reasons, such as legislative changes, requiring that it be reviewed earlier.
- 8.3 In order to comply with its service commitments, it is important that we monitor the effects of the rechargeable repairs procedure. Areas to be monitored are as follows:
  - Amount recharged and income collected
  - Number of rechargeable repairs raised at each housing office divided between void and response recharges
  - Consistency in relation to the reason for recharging and the type of repairs recharged
  - Target times for recharges being raised

## **9. Review Process**

See Appendix 3 for the Reviews Procedure

- 9.1 The Council Housing Repairs System allows tenants to request a review against their recharge if they have good reason to disagree with a decision. This could be because: -
  - The reason for the recharge is incorrect
  - They think the cost is incorrect
  - They think they have special circumstances which have not been properly assessed or taken into consideration
- 9.2 Current and former tenants have the right to a review by contacting their local housing office.
- 9.3 Throughout this process tenants may wish to take advice from an independent source such as the Citizens Advice Bureau, Law Centre or Solicitor.

## **10. Links to other relevant Policies/Documents**

- Tenancy Agreement
- Tenants Handbook
- Rechargeable Repairs Policy
- Empty Property Management Procedure
- Complaints Policy
- No Access Procedure
- No Access for Annual/bi annual Servicing of Gas/Solid Fuel Central Heating Appliances
- Rechargeable Repairs Leaflet
- Tenants Maintenance Responsibilities
- Response Repairs Joint Responsibility Procedure
- Landlords Consents Procedure
- Termination of Tenancy Procedure
- Leaseholders Handbook

## **APPENDIX 1**

### **EXCEPTIONAL CIRCUMSTANCES**

Each case must be assessed and discretion not to recharge may be exercised by Council staff, depending on the circumstances affecting the individual case. In considering when discretion should be exercised and a recharge waived in full or in part, account will be taken of:

- Tenants Age
- Tenants Health
- Disability issues (physical, mental or learning)
- Domestic Abuse
- Harassment or victimisation (including issues of hate crime against any of the protected characteristics listed on page 3 of the policy)
- Reasons for the repair
- Tenants ability to carry out repair
- History of previous rechargeable repairs and
- Legal (criminal) action being taken. Confirmation must be provided by either the Police, a Legal Representative or directly from the Court. A crime incident number or log/reference number alone is not normally sufficient.

## **APPENDIX 2**

### **RECHARGEABLE REPAIR RATES**

The following rechargeable rates will apply when staff raise the following works orders: -

Rates will be revised annually from the 1<sup>st</sup> April.

#### **No Access = £28.81**

A no access charge is payable for failed appointments, this charge is based on covering a percentage of the operatives time, transport and administration for processing the work.

#### **Out of Hour calls (Stand-by) = £95.42**

A call out charge is payable for reports of accidental or criminal damage (not fair wear and tear). This charge is based on covering the costs for employing the operative for this service, plus transport and administration for processing the work. Material costs are not included in the call out charge and will be calculated separately.

#### **Small Repairs = £44.71**

Examples of a small repair include the replacing of door locks or the repairing of a leaking tap or leaking toilet.

The cost will include travel to the property, all materials and labour costs and up to 1 hour of the operative's time to complete the job.

#### **Medium Repairs = £89.41**

Examples of a medium repair include the replacing of toilet pans or one internal door

The cost will include travel to the property, all materials and labour costs and up to 2 hours of the operative's time to complete the job.

#### **Large Repairs = £178.82**

#### **Extra Large Repairs + £388.30**

Examples of a large and extra large repairs include the replacing of a wash hand basin or kitchen unit.

The cost will include travel to the property, all materials and labour costs and up to 4 hours of the operative's time to complete the job.

The following repairs will attract additional material costs due to them being high value items:

Small Repair - electric showers and gas or electric meter doors

Medium Repair - kitchen and bathroom extractor fans

Larger type repair works over 4 hours will be calculated either using the authorities agreed Schedule of Rates which are used for the specification and pricing of repair works including materials and labour, or by means of a quotation if the work is required to be completed by an external contractor

**With the exception of No Access calls or calls where no work was undertaken i.e. tenant refused work, all repair costs will be subject to VAT.**

## **APPENDIX 3**

### **REVIEW PROCEDURE**

#### **Non-Statutory Review**

The Council Housing Repairs Policy allows tenants to ask for a review against their recharge if they have good reason to disagree with a decision. This could be because: -

- The reason for the recharge is incorrect
- The tenant thinks the cost is incorrect
- The tenant thinks there are special circumstances, which have not been properly assessed or taken into consideration

#### **THE PROCEDURE**

We will do our best to help tenants without them having to use this procedure but if it does become necessary then this is what will happen: -

1. There are two stages to this procedure as follows:
  - Informal Review

Tenants will be written to as soon as it has been identified that a recharge will be made giving an estimated cost. If the recharge is disputed for any of the reasons listed above, they should contact the Housing office within 21 days of the Council's notification, giving reasons. If this review is unsuccessful and the work is completed, they will be written to again with an actual cost.

If they have already requested a review against the reason for the recharge we can only consider a further request at this informal stage if they disagree with any additional cost or where there may be special circumstances to be considered.

If they disagree with the recharge they must contact the housing office within 21 days giving their reasons. The Officer responsible for the original decision will carry out the review and will write to them inform them of their decision.

- Formal Review

If they are not satisfied with the decision of the informal review then a formal review can be undertaken. They must again contact the housing office within 21 days of the

date of the informal review letter, providing clear reasons as to why they consider that the decision is unfair or unreasonable.

A Housing Manager will carry out this review who will inform them of their decision.

It is essential that they provide clear reasons or additional information that they believe was not taken into account on the informal review to allow this review to be undertaken. No formal review can be undertaken if they fail to do this. They will be advised if this is the case.

If the tenant/former tenant remains dissatisfied following receipt of this decision then a second stage formal review can be undertaken. The tenant/former tenant should again contact the housing office within 21 days providing clear reasons as to why they consider that the decision was unfair or unreasonable.

At this stage the review will be considered by the Recharge Review Panel whose role will be to examine the earlier reviews and make a recommendation to the Chief Housing Officer for his consideration on whether or not the recharge should be upheld. The Chief Housing Officer's decision is final and no further review can be undertaken. The Chief Housing Officer will write to you to inform you of the decision.