

CAERPHILLY HOMES
HOUSING SERVICES
RECHARGEABLE REPAIRS POLICY

SEPTEMBER 2014

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 does 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. Wherever possible the tenant will be advised prior to the work being undertaken.

The council offers all tenants 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 appeal 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:

- wilful 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 the Council 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 tenant ends their tenancy they will be recharged 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

carryout 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.

- 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 chimneystacks, 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)

6.1 End of Tenancy Works

- Any work carried out after a property is vacated to repair damage caused to the property or to replace missing or broken fixtures and fittings which were not attributable to fair wear and tear. This may also include cleaning and decoration.
- Broken floor tiles revealed following the removal of unauthorised floor coverings fitted by the tenant.
- Forced entry and associated damage where no keys were returned for the house, garage, shed.

- Clearance of property, garden and outbuildings
- Disinfestation costs
- Removal or making good tenants alterations and improvements, which were not maintained to an acceptable standard.

6.2 Response Repairs

- Replacement of all door locks including those for garages and sheds, which are not due to fair, wear and tear i.e. tenant has lost keys.
- Council forced entry and associated damage due to loss of keys, Police forced entry and emergency service forced entry.
- Damaged internal and external glazing including boarding up
- Broken or damaged sanitary fittings
- Electrical works where the loss of power supply has been caused by the tenant's own appliance such as the cooker.
- Electrical safety checks following a tenants own alterations including light fittings.
- Cost of Contractors visit for inspection/repair of gas or electrical fittings due to lack of power supply caused by the tenant not crediting their card/key such as no heating.
- Blocked sinks, wash hand basins, baths, showers, toilets and gullies unless caused by a structural defect such as a cracked drain or a blockage in the main sewer line.
- Removal and making safe a tenants unauthorised or substandard alteration
- Make safe or any work carried out to fixtures, fittings or appliances installed by or belonging to the tenant, or to alterations the tenant may have carried out during the tenancy.
- Damage caused to another property through tenant misuse or neglect such as bath overflowing into ground floor flat.
- Refixing radiators following redecoration
- Owner/Occupier joint responsibility for example chimney stacks, fencing

- Leaseholders where repairs have been identified as their responsibility for example a water leak into flat below.

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.
- 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 callout charge will be recharged to the tenant, 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).
- 7.7 A 50% discount will be applied following implementation of this policy to all recharges where payment is made within 35 days from the date of the invoice. See Reviews and Appeals process.

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 and Appeal Procedure

9.1 The Council Housing Repairs System allows tenants to appeal against their recharge if they have good reason to disagree with a decision. This could be because: -

- The reason for the recharge is incorrect
- You think the cost is incorrect
- You think you 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 initially writing to 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
- Rechargeable Repairs Leaflet

- Tenants Maintenance Responsibilities
- Response Repairs Joint Responsibility Procedure

- Landlords Consents Procedure

- Termination of Tenancy Procedure

- Leaseholders Handbook

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.

RECHARGEABLE REPAIR RATES

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

Rates will be revised annually from the 1st April.

No Access = £26.23

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) = £86.88

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 = £40.71

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 = £81.41

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 = £162.80

Examples of a large repair 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, all repair costs will be subject to VAT.