



Rechargeable Repairs Policy

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1. Introduction & purpose

- 1.1 The aim of this policy is to support the effective and efficient maintenance of Colchester Borough Council / Colchester Borough Homes (CBC / CBH) homes and to make sure expenditure is managed properly by recovering the cost of carrying out repairs which are not the Council's responsibility under the Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994.
- 1.2 During a tenancy most repairs arise from normal wear and tear to the property and/or its fixtures and fittings, and are repaired in accordance with the Repairs and Maintenance Policy. However, there are occasions when this is not the case and necessary repairs can be attributed to willful damage and/or neglect by the tenant, their families or their visitors.
- 1.3 There may also be occasions where repairs are necessary as a result of actions of other known or unknown parties.
- 1.4 This policy sets out the approach to be adopted to deal with occasions outlined in paragraphs 1.2 and 1.3 in order to recover costs whenever appropriate, taking into account the individual circumstances of the tenant(s). Wherever possible, payment or part payment will be taken in advance.

2. Rechargeable repairs

- 2.1 Rechargeable repairs are defined as:

“Repairs that are the result of damage or negligence to the property and/or its fixtures and fittings internally or externally by a tenant or leaseholder or a member of the tenant's / leaseholder's household or an invited visitor to the property and/or communal areas.”

- 2.2 Recharge costs for materials and labour will be based on the current schedule of rates, plus a standard

administration charge of £25 and VAT at the appropriate rate.

- 2.3 Repairs may be necessary as a result of the negligence of a tenant/ leaseholder impacting on another, for example an overflowing tap causing water damage to a property below. In such cases the repair to the affected property shall be dealt with in the normal way but a recharge invoice will be sent to the tenant responsible for the damage caused, as set out in paragraph 2.1.
- 2.4 If repairs to a property result from the actions of unknown persons, the tenant must report the damage to the police and obtain a crime reference number. Under these circumstances a recharge may not be applied.

3. Costs and procedure for rechargeable repairs

- 3.1 Examples of typical repairs and the cost that will be applied once it is established that a repair is rechargeable are set out in Appendix 1. This list is not definitive.
- 3.2 A flow chart for dealing with rechargeable repairs is included as Appendix 2.

4. Rechargeable works to tenanted & leasehold properties

- 4.1 When a repair request is received or identified and it is considered to be rechargeable, taking into account the circumstances outlined in paragraph 4.4, the tenant or leaseholder will be advised of their responsibility to have the work carried out and that it will be at their cost.
- 4.2 When a repair request is received or identified and it is considered to be rechargeable, taking into account the circumstances outlined in paragraph 4.4, but the tenant or leaseholder is unable to arrange for the repairs to be completed (e.g. late at night or lost keys) then, with agreement of the tenant or leaseholder to accept the recharge, the work will be ordered in the normal way and coded to "recharge". If possible, payment in advance

should be taken, if not, once completed an invoice will be issued for the cost of the works.

- 4.3 When a repair request is received or identified and it is considered to be rechargeable, taking into account the circumstances outlined in paragraph 4.4, but the tenant or leaseholder is unwilling to arrange for the repairs to be completed either by recharge or making their own arrangements and as a consequence will put other tenants, leaseholders or visitors at risk then the repair shall be ordered in the normal way, coded to “recharge” and an invoice sent to the tenant /leaseholder as soon as possible after the completion of the works.
- 4.4 Each case will be considered on its merits, and discretion may be exercised depending on the circumstances, for example vulnerable people.
- 4.5 Discretion will be exercised by the Customer Service Assistants, who can refer to the Customer Services Team Leader for clarification. They will be asked to make a decision based on the information presented or held on our own records and the customer’s circumstance. An attempt should be made to take full / partial payment.
- 4.6 In an ‘Out-of-Hours’ situation, discretion will be exercised by Helpline staff, who can refer to the Property Services On-call Supervisor. They will be asked to make a decision based on the information presented or held on our own records and the customer’s circumstance. An attempt should be made to take full / partial payment.
- 4.7 Where an invoice has been issued but the resident fails to pay the sums owed, the debt will be recovered in accordance with CBC / CBH’s current debt recovery procedure.

5. Rechargeable repairs to void properties (when you end your tenancy / mutual exchange)

- 5.1 Rechargeable repairs should be identified as far as practically possible at the pre-termination inspection or the transfer or mutual exchange inspection by the Community Housing Officer. The tenant will be advised to remedy them before the end of the tenancy and vacating the property. Failure to do so may prevent an exchange or transfer. Details of the necessary repairs should be recorded on the Property Inspection Report, which should be signed by the inspecting officer and the tenant. The tenant should receive a copy so they clearly understand their responsibilities. This receipt may be used as evidence should the repairs not be carried out to CBC / CBH's satisfaction or if any details are disputed at a later date. **A copy should also be made available to the Voids team.**
- 5.2 We will charge tenants and leaseholders for the cost of making good any damage, replacement of missing fixtures and fittings, unauthorised alterations and removal of anything left in the home, garage or garden at the end of the tenancy. Due allowances will be made for expected wear and tear.
- 5.3 Particular attention will be given to:
- Missing items such as fires and doors
 - Property alterations
 - Damage other than fair wear and tear
 - Clearance of rubbish, floor finishes etc.
 - Clearing gardens including removal of sheds (sheds in good condition may be left if agreed at pre-tenancy inspection by the Community Housing Officer)
 - Removal or making good tenant fixtures
- 5.4 Where possible a final inspection of the property should be carried out before the property is vacated to ensure all rechargeable repairs have been completed to CBC / CBH's satisfaction.

- 5.5 Where it has not been possible to carry out an exit interview or final inspection, an inspection will be carried out as soon as possible after the tenant has vacated the property and any repairs required dealt with as outlined in paragraph 4.2. Care should be exercised to ensure necessary repairs can be attributed to the previous tenant(s) and did not occur since the property became vacant, or were not in that condition when the vacating tenant moved in.
- 5.6 Each case will be considered on its merits, and discretion may be exercised depending on the circumstances, for example vulnerable people.

The relevant Housing Manager should be emailed with the proposed recharge details before an invoice is sent; they have 7 days to respond. If no response is received in 7 days, then recharge will be sent out. Details of any rechargeable repairs, together with supporting evidence (e.g. dated photographs), should be recorded with the Property Inspection Report and a copy sent to the former tenant together with the recharge cost for each repair, based upon the current schedule of rates for repairs and VAT at the appropriate rate. Monies should be recovered in line with the current debt recovery procedure.

6. Workmanship & repairs standards

- 6.1 There may be situations where we agree to allow the tenant or leaseholder or their contractor to carry out works to repair or replace; fixtures & fittings, unauthorised alterations etc for which we would otherwise make a charge.
- 6.2 All works carried out on this basis must be approved prior to the works being carried out, for which we will require a minimum of 14 days' notice. Attention is drawn to the conditions of tenancy regarding Landlords Consent for Improvements.
- 6.3 If it is subsequently found that the works have not been carried out to a pre agreed standard and specification we

retain the right to remove the works and charge the full replacement costs including VAT.

7. Key targets & performance Indicators

The following are considered key performance indicators and service standards:

- Repairs will be attended to in accordance with current repairs target times and performance will be reported regularly to the Operations Manager.
- Letters to tenants will be dealt with within the CBC / CBH service standards for communications.
- Post-termination inspections will be carried out within 5 days of the tenancy ending.
- Income from rechargeable repairs will be reported as part of the current financial reporting arrangements to Finance Committee.
- Tenants and leaseholders will be advised on request of the charge to carry out the works.
- The Responsive repairs for recharge will be notified to the Finance Department by a system generated report which will be run weekly by Finance Department.
- The Voids Team should notify Finance of all void recharges within 5 days of the inspection being carried out.
- The Finance Department will implement the debt recovery procedure within 5 working days of receipt of information.

8. Reviews & appeals

Any challenge to a recharge should initially be directed to Customer Services on 01206 282514. If they are unable to resolve a query, the customer should be requested to put their case in writing. On receipt of a written challenge, these should be passed to the appropriate Housing Manager to investigate. Customer Services should advise Account Receivable that the recharge should be placed on hold.

9. Payments & cancellations

- 9.1 Every effort will be made to take full or partial payment before a rechargeable repair is undertaken.
- 9.2 If payment up front is not possible, the customer will be invoiced the cost of the works including VAT and an administration fee of £25.
- 9.3 Payment by instalments is acceptable, subject to agreement by Finance staff.
- 9.4 Debts that remain unpaid will be sent to a debt collection agency.
- 9.5 Where a Housing Manger has agreed that a recharge will be waived, the correct procedure must be followed to ensure Accounts Receivable have been notified.

10. Equality & diversity

It is considered the policy will have a positive impact on tenants who take care of their home and the fixtures and fittings provided by CBC / CBH. Application of the policy and its publicity will send a clear message to all tenants that wilful damage or neglect is unacceptable.

As the policy will be applied fairly and consistently, there is no suggestion that there will be an adverse impact on any minority or under-represented group.

11. Consultation

Tenants were consulted in November 2012. Senior managers and staff were consulted in November and December 2012.

12. References

Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994.

13. Related documents

- Repairs and Maintenance Policy
- Rent and Service Charge Setting Policy
- Tenants' Handbook and Tenancy Agreement
- Leaseholders' Handbook and Lease
- Conditions of Tenancy

14. Review & monitoring

The policy will be reviewed every three years or as legislation changes by the policy holder through consultation with all stakeholders. Estimated costs shall be considered annually in line with changes to the National Federation Schedule of Rates used to calculate charges.

15. Glossary

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| National Federation Schedule of rates | List of standard costs relating to repairs set by the National Federation of Housing |
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Appendix 1 – Examples of rechargeable repairs as of 1st April 2013

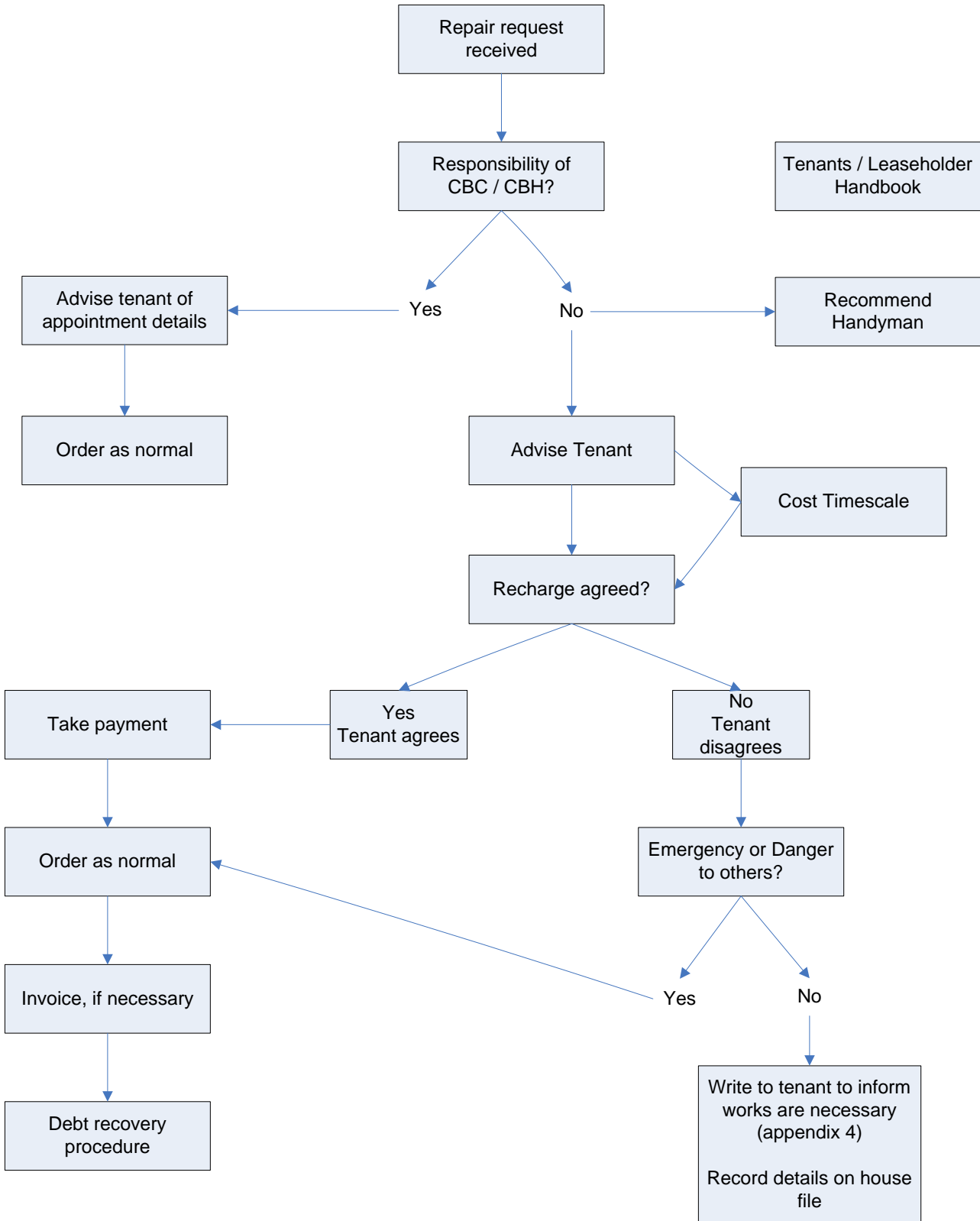
| | |
|---|---------------------|
| Clear the property (Individual quotes will be obtained if excessive) | £50.00 - £175.00 |
| Replace external door handles (uPVC) | £65.40 |
| Replace an internal door | £108.42 (each) |
| Hang an internal door | £28.46 (each) |
| Replace internal door handles | £13.39 |
| Replace cupboard handles | £9.87 (each) |
| Replace kitchen base unit doors | £67.36 (each) |
| Replace kitchen drawers | £63.95 (each) |
| Replace rim shed lock | £88.52 |
| Replace mortice shed lock | £37.84 |
| Repair holes in ceilings or walls | £24.82 (each) |
| Replace a mains smoke alarm | £81.43 |
| Replace cooker outlet plate | £10.63 |
| Replace single 13a socket | £10.74 (each) |
| Replace ceiling rose light fitting | £16.23 (each) |

Please note VAT and an administration fee of £25 also apply to these costs

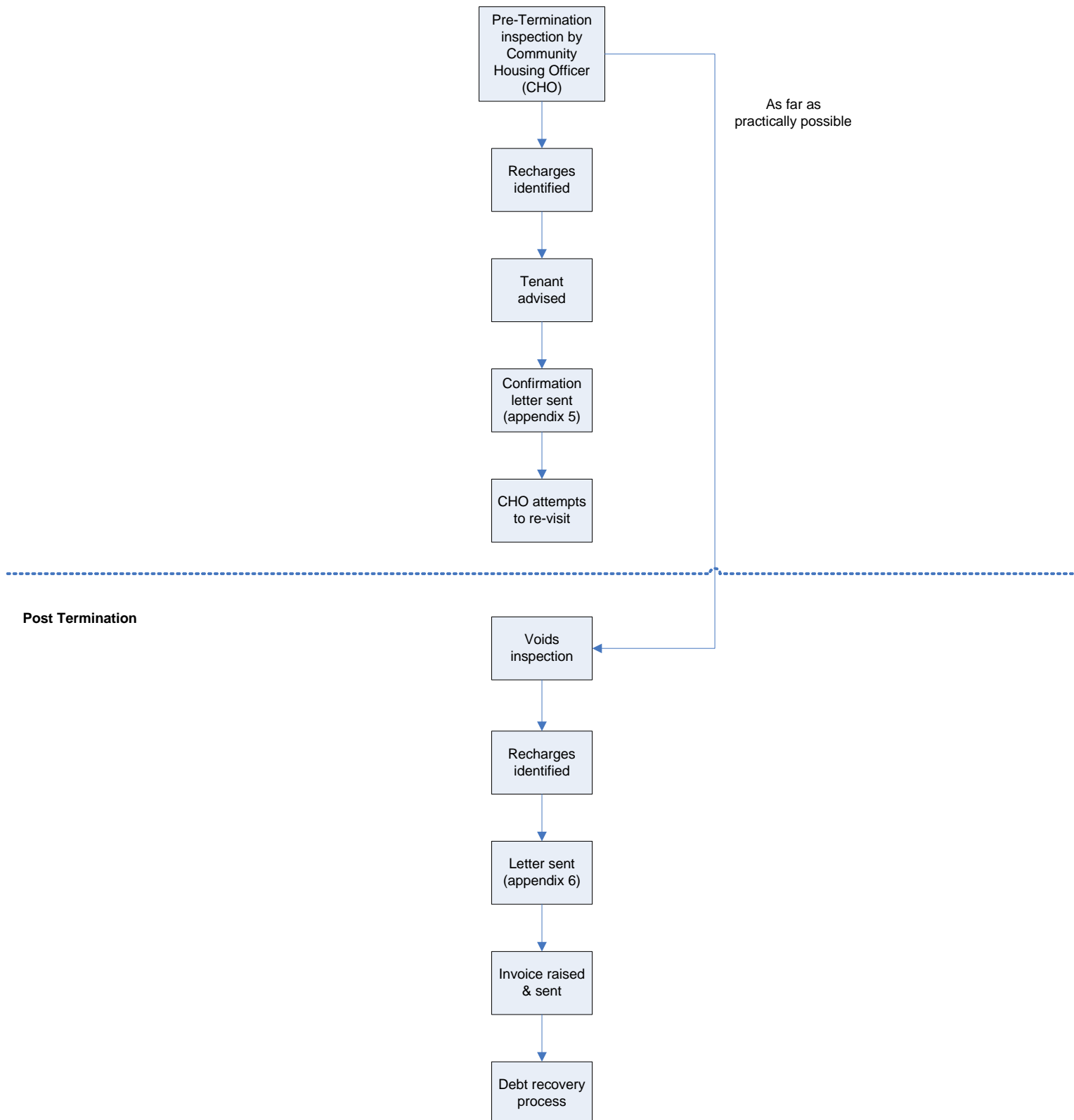
Please note that where we are required to provide an access scaffold to carry out rechargeable repair works, the cost of the scaffold will be added to the total cost of the repair.

Not all rechargeable repairs are listed above. The cost of any repairs will be charged in accordance with our current Schedule of Rates and VAT at the current rate, all of which are aligned with our hourly tradesman's rates.

Appendix 2 – Rechargeable Repairs Flow Chart



Appendix 3 - Rechargeable Repairs to Void Properties



Document Control Sheet

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|---|--|------------------------------|------------|
| Title: | Rechargeable Repairs Policy | | |
| Electronic File Name & location: | T:\Common Files\Policies, strategies and corporate documents\CBH Rechargeable Repairs Policy - March 2013 | | |
| Consultation with stakeholders: | <ul style="list-style-type: none"> • Tenant task & finish group November 2012 • Staff forum December 2012 • SMT November 2012 | | |
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| Equality Impact Assessment: | May 2013 | | |

Document Amendment History

| Version | Type | Date | Brief Description of changes |
|---------|------|------------|------------------------------|
| 1.0 | New | March 2013 | New policy |