



# **Uttlesford District Council**

## **Housing Services**

### **RECHARGE POLICY**

**Version: 2**  
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## **1. Purpose and scope of the policy**

To clarify the definition of rechargeable repairs and to improve the recovery of costs associated with rechargeable repairs and to deter misuse or negligence of Council property by tenants.

By identifying and recovering these costs, it enables Uttlesford District Council (UDC) to reinvest the money to help improve services and properties which will ultimately benefit our tenants.

This policy relates to the recovery of costs for carrying out necessary repair work that may be required due to tenant damage, non-standard alterations, or indeed for the cost of clearing redundant possessions that are left by tenants when they vacate the property.

The intention of this policy is to minimise UDC's losses by taking payment for repairs prior to the repair order being raised where possible and practical.

## **2. Introduction**

Uttlesford District Council strives to recover the cost of repairs that have had to be carried out due to damage, neglect, misuse or abuse by tenants, their family or visitors to their property.

Additionally the policy applies to the recovery of the cost of clearing tenants' redundant possessions when a property is vacated, and any work carried out, by Uttlesford District Council or its contractors to repair or maintain the property that would normally be the responsibility of the tenant.

It applies specifically where:

- The repair is caused by neglect, wilful/malicious damage, misuse and accident
- Repairs for Tenant's Obligations following Notice to Vacate/Possession Order
- Repairs for Tenant's Obligations in connection with Mutual Exchanges
- Repairs for Tenant's Obligations in connection with Transfers

### **2.1 Examples of rechargeable repairs**

This Policy does not contain an exhaustive list of each and every situation when the Council will seek to levy a recharge. It is simply written to indicate the most common reasons for there being a recharge to tenants for repairs undertaken at their former or current property.

The following list, are repairs which would attract a charge to the current or former tenant of the property where the damage has been caused:

- Wilful damage - e.g. replace smashed door, DIY which has damaged the fabric/ structure of the Property
- Neglect - e.g. repairs required further to rubbish removal, missing keys (including window locks), clear blocked sink, drain, bath and toilet of (e.g. nappies, toilet fresheners, etc.) removal of fire doors, frozen/burst pipes, etc.
- Misuse - e.g. – replace tiling, repair damage to walls (graffiti)
- Accident - e.g. – damage or loss of function to a fixture and/or fitting that occurs suddenly as a result of an unexpected and non-deliberate external action, tenants will also be responsible for work that may be required when moving out of their home in order to bring it up to an acceptable standard for it to be re-let. This includes cleaning of the property, replacing missing fixtures and fittings.

**Note:** Tenants will have the right to get re-chargeable repairs completed themselves but the work must be to Council standards. If it isn't, the tenant will be requested to bring the work up to the required standards themselves or the Council will recharge to make any further necessary alterations.

Tenants should be made aware, whenever necessary, that in accordance with their Tenancy Agreement they should not damage, deface or put graffiti on any part of the property. If they do they will have to pay the cost of putting the damage right through the Re-Charge Policy and UDC will report the incident to the Police as an act of criminal damage.

### **3. Identifying rechargeable items**

Rechargeable items to which this policy shall apply can be identified by a number of means as follows:

- When a customer reports a repair by telephone directly to the office or via the Customer Service Centre (CSC)
- When a contractor goes to a property to complete a repair
- When a UDC representative visits a property to undertake an inspection or to meet with a tenant (through the Notice to Quit or Annual Inspection processes)
- When a UDC representative undertakes a void (empty home) inspection

### **4. Items that will be recharged**

The following provides guidance on what items will be recharged to a tenant:

- Repairs needed because of damage or loss caused by the tenant (accidental or intentional) to any part of the structure or fabric of the building that extends beyond normal wear and tear. This means any internal or external component part that forms the constitution or framework of the building. These repairs may be classed as

either responsive repairs or repairs required to planned programmes of work (e.g. boiler installations)

- Repairs carried out by UDC which are the responsibility of the tenant. Tenant responsibilities are shown in **Appendix 1**
- If alterations are made to the property without permission or are not carried out to a reasonable standard, and UDC is required to reverse the alteration and make good the condition of the property to its previous state
- Pest Control (with the exception of Sheltered Accommodation)
- If the home has become empty due to bereavement and UDC are required to empty it of possessions this would be charged to the deceased estate
- The cost to clear out empty homes: this includes any waste or redundant tenant possessions that may be left in the home, roof space or any outbuildings.
- Any costs incurred from carrying out work associated with fumigation/disinfestations of a property.
- The cost to restore gardens to an acceptable and manageable condition.
- Blocked drains that are inside of the property boundary and the cause of the blockage has been established as being through the negligence of the tenant e.g. cooking fat down the sink, baby nappies and/or baby wipes flushed down the toilet etc. Initially there may be no recharge for such instances however any future similar incidents would attract a recharge as per this policy.
- The cost of servicing tenants own appliances such as cookers, solid fuel appliances (including open fires) and associated flues (note: **no** repairs or services will be carried out on dishwashers)
- If a tenant fails to keep an appointment time that has been agreed with both themselves and UDC or aborts an appointment in any way, the cost of the call-out will be re-charged (£26).

In certain cases we will carry out the work, especially in an emergency or other exceptional situation, but the tenant will be charged for it.

Where an emergency call is made to report a repair out of hours, UDC will inform the resident that they may be recharged the cost of the call out if, on inspection, the call out is inappropriate. This will cover the additional payments to staff for out of hours working. Examples of an inappropriate call out include:

- No emergency work is needed;
- The emergency was reported during the day but the resident failed to provide access and has reported the emergency again out of hours; and the repair has already been reported and logged and the resident has been informed that it is not an emergency

## 5. Items that will NOT be recharged:

The following provides guidance on what items will **not** be recharged to a tenant:

- Where the tenant leaves carpets or laminate flooring providing written approval has been given beforehand by a UDC representative.
- Where damage has been caused by a third party who is not a member of the household, or visitor, for example, a break in or vandalism, the resident will not be recharged the cost of the repair as long as the resident has reported the crime to the Police and **obtained a crime reference number**. If this number is not obtained the cost of the repair will be charged to the tenant.
- Blocked drains outside of the property boundary. **In these instances tenants should contact their water board as they will usually have responsibility to unblock the drain.**

## 6. Recharging Process

There are two ways that the Council will recharge;

- For tenant requested minor repairs, payment will be required in full before the repair is carried out (e.g. where the repair can wait until payment is made). Payment will be taken by the CSC as the call is recorded on the Northgate Housing system.

Where a tenant is unable to make the necessary payment prior to works being booked, the call will not be booked until the tenant is in a position to be able to afford the re-charge. In exceptional circumstances, the call will be referred to the Housing Needs and Landlord Services Manager or the Property Services Manager for discretionary authorisation (see section 10 below).

- For all other circumstances where emergency health and safety repairs have to be ordered or the recharge is identified after a repair is carried out, an invoice will be raised and forwarded to the tenant after the repair has been carried out (unpaid bills will be recovered in accordance with the Council's Sundry Debtor policy).

If the tenant has ended or seeks to end their tenancy they will be afforded a period of time, to be fixed by the Council, to settle the invoice failing which further tenancy or legal action may be taken to enforce the outstanding invoice.

## 7. Recharging tenants – where do we get the costs?

Recharges will be made in one of three ways:

1. **Minor** repairs are charged at a single cost of £130.00 per item per incident and include such things as:
  - Lost keys
  - Damaged internal door
  - Damaged wall plaster
  - Broken light fittings
  - Broken glass (single glazed)

2. **Major** repairs will be charged at cost \* and include such things as:

- Replacement front entrance door
- Damaged kitchen units
- Broken double glazed window
- Unlicensed alteration

\* It should be noted that these costs could be subject to VAT and may change dependant on the nature of the works required to fully complete the repair which may not be known at the time of the repair initially being reported.

3. **Aborted Works** – please note that there may be a charge where a repair cannot be carried out when a previously agreed appointment is not kept and there has been no attempt to re-arrange.

4. **Rubbish Clearance** from voids will be charged as follows:

- |                    |                      |             |
|--------------------|----------------------|-------------|
| • Light Clearance  | Up to 2 Cubic Metres | <b>£125</b> |
| • Medium Clearance | Up to 6 Cubic Metres | <b>£350</b> |

**Note:** these charges are for guideline purposes only. Garden, environmental and external rubbish clearances will be recharged at cost.

## 8. **Insurance**

UDC is only responsible for undertaking any necessary repairs to the building; tenants are strongly advised to take out a comprehensive contents policy to insure their private possessions and belongings.

## 9. **Accidental damage**

Where damage has been caused to a property accidentally and all the evidence supports this, a Property Surveyor or Housing Officer may, with the approval of their Line Manager, cancel the recharge.

## 10. **Discretion**

UDC may decide not to recharge in certain instances. The Property Services Manager and/or the Housing Needs and Landlords Services Manager may exercise discretion as outlined below.

- Those with Learning Disabilities living alone;
- Registered Physical Disability that prevents tenant carrying out their obligated repairs, if living alone;
- Debilitating Medical or Mental Health condition, and living alone;
- Households where all members have either Learning Disabilities, Registered Physical
- Disability (that prevents them from carrying out their obligated repairs), debilitating Medical or Mental Health condition

**OR**

- Where a tenant is down-sizing
- Where the repair is due to everyday wear and tear and/or is a Health and Safety concern

## **11. Monitoring and Policy Review**

The policy will be reviewed every 2 years unless there are any reasons, such as legislative changes, requiring that it be reviewed earlier.

There are no specific equality and diversity implications for this policy.

## **Appendix 1**

### **Tenants' Repairs Responsibilities:**

Some repairs are the tenants' responsibility. Tenants must keep the inside and outside of their home including internal decoration, gardens, trees, hedges, garage, sheds and any outbuildings in reasonable condition.

The Council may require tenants to carry out certain repairs or the required work will be undertaken and the costs of the work recharged to the tenant. This includes any work needed to put right an alteration or improvement that may have been done by the tenant, or by someone on the tenants' behalf.

If you mutually exchange a property you also need to be aware that any non-standard repairs and alterations in your new home will become your responsibility to maintain.

The Council recognises that some of our tenants are more vulnerable and may not be able to carry out minor repairs for a variety of reasons including age, disability and serious medical conditions. Where these or other causes of vulnerability are apparent the Council could assist you and you will need to seek advice from Landlord services staff.

### **Examples of repair work we would expect tenants to carry out:**

This means carrying out certain repairs necessary to keep the property in a reasonable condition due to wear and tear and repairs that are the result of neglect or misuse, or deliberate, malicious, criminal or accidental damage by tenants, people living in tenant's homes or people visiting a tenants home. Tenants are responsible for the cost of these repairs:

Illustrations of the repairs are as follows:

- Minor plasters cracks and plaster chips. As a rule any small cracks requiring preparation before decorating (less than 2mm wide) would be categorised as minor and would not be done by the Council.
- Decorating is also the tenant's responsibility and is not part of the repairs process. The exception to this is where the decoration is an essential element of the repair.
- Replacing external door locks (when keys are lost or misplaced for example).
- Fitting/replacing door bells.
- Renewal or repair of door handles, cupboard catches and hinges. (not normal wear and tear)
- Replacing drawer handles. (not normal wear and tear)
- Laminate floor repairs to include reinstatement after essential repairs have been carried out.
- Putting up curtain rails (but not battens).
- Replacement of hat and coat hooks.
- Easing and refitting doors after carpets have been laid.
- Easing windows that have been stuck after internal painting (unless the painting was done by the council).
- Replacing or repairing damaged internal doors. (not normal wear and tear)

- Replacement of toilet seats.
- Clearing minor blockages to sinks, baths and wash-hand basins caused by you, your family or visitors, even if it is accidental.
- Repairs to domestic appliances such as dishwashers and washing machines (unless a communal area in a sheltered scheme).
- Servicing of tenants own appliances and any associated flues, pipework etc. relating to the appliance.
- Replacing domestic fuses.
- Providing electrical plugs for appliances.
- Checking and changing the batteries in smoke alarms we have provided.
- Replacement of light bulbs, fluorescent strips and starters. (Unless in a communal area such as a stairwell or community room).
- Telephone points and sockets.
- TV aerials (unless provided by the Council).
- Cracked or broken glazing. (not normal wear and tear)
- Sheds (not outbuildings).
- Washing lines – except for communal areas and sheltered schemes.
- Any paving other than the main path and the path immediately adjacent to the property.
- Filling in old fish ponds.
- Garden landscaping works.
- Clearing leaves from external gullies or grids.
- Maintenance of trees and hedges.
- Replacement of shower hose/heads.
- Any items that were gifted during the tenancy sign up.

## APPENDIX 2

### RE-CHARGE PROCESS

