

Rechargeable Repairs Policy

Housing Service

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RECHARGEABLE REPAIRS POLICY (HOUSING)

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Introduction

1 Purpose of the policy

- 1.1 Folkestone & Hythe District Council (hereafter referred to as 'the Council') strives to ensure that all of its properties are repaired and maintained in order to provide a safe home environment for our tenants and leaseholders. In addition, the Council's Corporate Plan 2021-30: 'Creating tomorrow together' includes a commitment to deliver a safe and accountable housing service.
- 1.2 The purpose of this policy is to set out how we will recover the cost of repairs that that are deemed to be rechargeable to tenants due to damage, neglect, misuse or abuse. Repairs not attributed to fair wear and tear will be treated as rechargeable. Costs recovered from rechargeable work will help us to re-invest in our services and properties, for the ultimate benefit of all our tenants.

2. Policy objectives and scope

- 2.1 The overall aim of this policy is to contribute to the effective maintenance of Council-owned housing properties, ensuring that expenditure on rechargeable work is recharged and collected responsibly.

To achieve this, we will:

- 2.2 Give clear guidance on the circumstances under which we will recharge, and what we will recharge for
- 2.3 Explain the process of recharging to ensure a fair and consistent approach is adopted in the raising and collection of rechargeable costs
- 2.4 Outline the basis for calculating recharges, and how we inform tenants of payment arrangements
- 2.5 Outline the action we will take if payment is not made
- 2.6 Ensure that income collected through rechargeable costs is reinvested appropriately in the housing service

3. Legal/regulatory framework

3.1 The Council's tenancy agreement forms the basis of a tenant's obligations with regard to repairs.

3.2 Related Policies and legal requirements

In developing this policy, the following relevant legislation has been reviewed:

- Housing Act 1988, 1996, 2004
- Landlord and Tenant Act 1985 1987
- Equality Act 2010
- Human Rights Act 1998

4. Responsibilities

4.1 Tenant responsibilities

4.1.1 The repairs that a tenant is responsible for are defined by the Housing Act 1988 and set out within the [Council's Tenancy Agreement](#). Tenants are responsible for repairing any damage caused by themselves, their families or visitors.

4.1.2 Where this damage causes a health and safety risk to the tenant or other residents, or they have failed to meet their repair obligations, we may carry out the repair ourselves and recharge the cost to the tenant.

4.2 Landlord responsibilities

4.2.1 As a responsible landlord, we continually make sure that tenants are aware of their obligations not to damage or neglect their property; this is formally agreed with the tenant when the Tenancy Agreement is signed.

Details of landlord responsibilities with regard to repairs and maintenance are set out in the Council's **Repairs and Maintenance Policy**

4.3 Leaseholder responsibilities

4.3.1 Leaseholders are responsible for repairing any damage due to neglect or carelessness caused by them, a member of their family, their tenant, a visitor or pet or any leaseholder-appointed operatives undertaking works at the property. If damage is identified, we will recharge the leaseholder under this policy.

The policy

5. What is a rechargeable repair?

- 5.1 For the purpose of this policy, rechargeable repairs are defined as any work the Council or its contractors have to do to ensure a property is safe and/or suitable to be re-let, for which the **tenant is responsible**. The Council's [Tenancy Agreement](#) sets out what repair work tenants are responsible for.
- 5.2 Where damage or neglect has occurred (for which the tenant is responsible) the tenant can arrange for the damage to be repaired themselves. However, if this does not meet current health and safety best-practice, building regulation requirements or current legislation, we will carry out further works and charge the tenant the costs.
- 5.3 In addition, the Council is not liable if a tenant has installed defective systems, fixtures or fittings without permission. We reserve the right to carry out and recharge for repairs considered necessary, on the grounds of health and safety, or in situations of emergency that arise from the misuse of the property.

6. Reasonable recharges

- 6.1 Recharges will be fair and accurate and will be supported (where possible) by sufficient documentary evidence to clearly identify the reason for the recharge. Tenants who are to be recharged should be told the reason as to why a recharge is to be applied, as early as possible in the process.
- 6.2 Before a recharge invoice is raised, the specific circumstances of the person being recharged should be considered, taking into account the protected characteristics under the Equality Act 2010, as well as any potential mitigating circumstance or vulnerability. We may decide to waive a recharge if we do not think it is appropriate, or in the tenant's and Council's best interest to do so.
- 6.2.1 Examples of where we may consider waiving a recharge are (but not restricted to):
- Where damage was caused through a reported incident of domestic violence from the Police
 - Because a disability or other impairment prevents a tenant from undertaking or arranging the work themselves
 - Where a tenant's mental health issues prevent them from being able to take responsibility for their actions.
- 6.2.2 The list is not exhaustive and each case will be considered on an individual basis. At no point will the completion of a repair be delayed, as the decision not to recharge will only be made in exceptional circumstances.

- 6.3 We will review the previous repair recharge history, and any tenants who are found to be regularly damaging their property (and therefore in breach of their tenancy) will be referred to the Neighbourhood Management team to pursue tenancy action.
- 6.4 Where a decision is taken not to recharge, a record will be kept on the relevant housing system and/or tenancy file in order to provide an accurate audit trail of the decision made.

7. Circumstances for recharging

Generally we will be made aware of a potential recharge in the following ways (this list is not exhaustive):

- 7.1 By the Case Management or Customer Services team(s) when a tenant contacts us requesting a repair, and they identify this as being rechargeable
- 7.2 By a Contractor/ Neighbourhood Surveyor/ Housing Officer or Manager when attending a property following a request by the tenant for a repair to be carried out at their home, and they identify this as being rechargeable
- 7.3 When rechargeable repairs are identified because of action taken by a third party, for example Kent Police.
- 7.4 When rechargeable repairs are identified by any Neighbourhood Officer following a visit to a tenant's home as part of a routine visit, a Pre-Void or Void Inspection, or Mutual Exchange.
- 7.5 When Rechargeable repairs are identified following forced entry to carry out emergency works.

8. Payments for rechargeable repairs

- 8.1 If a tenant calls the Case Management or Customer Services Team to report a repair, and this is identified as being rechargeable, the officer will advise of the recharge and give indicative costs of the repair and that these could increase should it be a bigger job, in terms of time and materials, than first anticipated.
- 8.2 Where repairs are not attributed to fair wear and tear they will be treated as rechargeable. Tenants will be advised when placing a request for a repair that if the damage or fault has been caused by neglect or misuse then a recharge could result. If this does occur then the contractor will advise on the final costs and provide photographic detail.
- 8.3 This information will be passed to the Case Team to raise an invoice through the Council's Efinancials system. This will then be sent to the tenant or leaseholder with details regarding where and how to make a payment.

- 8.4 If the tenant wishes to complete the work themselves they will be given 28 days to complete the work and a letter will be sent to the tenant detailing this and confirming that a Neighbourhood Surveyor or a Housing Officer will visit to inspect the work. If the work has not been started or is not to the required standard, this will be referred to housing management to decide on the appropriate course of action.

9. Rechargeable repairs identified by a contractor/officer

- 9.1 If it is evident that the repair has been created because of neglect and not fair wear and tear, the contractor will inform the tenant that the repair will be rechargeable before carrying out any work.
- 9.2 If leaving the repair would pose a health and safety risk to the tenant and their family such as gas/electrical installation, they would inform the tenant that the repair will be completed and at a later date they will receive an invoice for the works that have been carried out. The contractor will take the relevant before and after photos of the repair.
- 9.3 If the repair does not pose a health and safety risk, the contractor will confirm with the tenant that the works are rechargeable. This will result in an invoice being forwarded to the tenant from Case Management/Customer Services Teams to make the necessary payment.

10. Out of Hours Repairs

- 10.1 If we are called out to deal with a repair between the hours of 6.00pm and 8.00am any day of the week and any weekend/ bank holiday and the repair is not an emergency, we will recharge the full costs of the call-out. Emergency repairs are considered to be where there is risk to tenant health and safety, such as total loss of power, heat or water in the property.

11. Missed appointments

- 11.1 Tenants will be advised when re-arranging a missed appointment that the third consecutive “no access” may result in a recharge.
- 11.2 The Council will also compensate the tenant if we, or our contractors fail to keep three consecutive appointments with the tenant and have not notified them in advance. This will only include missed appointments for a scheduled inspection or repair and not emergency appointments. It will also only cover where we have needed to access the property to carry out the work and not communal repairs. It will not cover missed appointments which were outside of the Council’s control, such as adverse weather, extreme traffic, staff sickness etc.
- 11.3 Details of our approach to dealing with compensation claims are set out the Council's [Compensation Policy](#).

12. Mutual Exchanges

- 12.1 If rechargeable repairs are identified in either, or both parties properties during the mutual exchange process, conditional approval will be given. Final approval will not be given until the rechargeable items have been repaired or renewed. Prior to final approval, the Housing Officer/Neighbourhood Surveyor will visit the property / properties to inspect the work to ensure that it has been completed to a satisfactory standard.
- 12.2 Checks should also be made of outstanding rechargeable debts when a request for a Mutual Exchange is received and conditional approval be given until the debts have been cleared in full.

13 Rechargeable repairs identified as part of a pre-void and void inspection.

- 13.1 When a tenant gives notice to end their tenancy, arrangements will be made with a Housing Officer/Neighbourhood Surveyor for a pre-termination inspection to be carried out.
- 13.2 This inspection will identify any repairs that cannot be classified as fair wear and tear, and are therefore the responsibility of the tenant to rectify. During this pre-termination inspection, the tenant will also be advised of any rubbish clearances within the property and its boundaries.
- 13.3 The tenant will be given the opportunity to arrange for these repairs and or clearances to be completed prior to the termination of the tenancy. However, if these are not completed to the satisfaction of the Council then a recharge will be raised for the cost of completing them.

14. Right of appeal

- 14.1 Tenants, former tenants and leaseholders have a right to appeal if they disagree with a recharge. Any decision to waive or reduce a recharge payment will be made by the Repairs Senior Specialist. This will be documented with the reasons for making the decision.
- 14.2 If the appeal is successful and we decide to cancel a recharge, the debt will still be raised on the Council's Efinancials system and then written off in accordance with the Council's Debt Management and Write-Off policy (see section 15 below). This is to ensure proper accounting of all rechargeable work.
- 14.3 If at any point a tenant, former tenant or leaseholder is unhappy with the outcome of their appeal, or with the service they have received from us, they may make a formal complaint. This will be dealt with independently under the Council's complaints procedure. Details of how to make a complaint can be found in the Council's [Feedback and Complaints Policy](#)

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15. Unpaid recharges

- 15.1 If a recharge remains unpaid after an invoice has been raised and initial attempts to recover costs are unsuccessful, the debt will be passed to the Corporate Debt team which may result in further action being taken. Details of how corporate debt is managed can be found in the Council's Debt Management and Write-off policy [*insert link* – Policy TBC] on our website.

Key Controls and reporting

16. Monitoring

- 16.1 In order to comply with service commitments, it is important that we monitor the effects of rechargeable repairs and the effectiveness of this policy.

Areas to be monitored may include (but are not restricted to):

- The number of rechargeable repairs carried out as a void repair
- The number of rechargeable repairs carried out as a response repair
- The cost of rechargeable repairs
- Income received from rechargeable repairs/recovery rate.
- The number of disputes and their outcomes

- 16.2 This policy will be checked on an annual basis, or where necessary, in line with changes in legislation or best practice. Minor changes may be made with the approval of the Director of Housing and Operations and the Cabinet portfolio holder for housing and special projects. The policy will be subject to a formal review and approval by Council Cabinet at least every 3 years.

17. Equality and Diversity

- 17.1 An Equality Impact Assessment has been carried out to determine whether this policy may have an impact on any member of staff, tenant, leaseholder or contractor, which could unfairly discriminate or disadvantage them in the context of the Equality Act 2010. No issues have been identified that could have a negative impact upon any protected characteristic.

- 17.2 Overall, the intention of the policy is to ensure that we are dealing with all our tenants in a fair and consistent manner. However, allowances have been made within this policy to consider an individual's vulnerability (particularly around disability and mental health capacity) when agreeing a recharge. Outcomes and decisions made on this basis will be monitored and reported in accordance with the Council's [Public Sector Equality Duty](#).

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Appendices

Appendix A: Example of rechargeable work in a tenanted property

Lost keys	<p>Tenants will be recharged the cost of lock changes and any associated works (e.g. frame splice). Locks will not be changed without clear evidence that the person requesting the lock change has a tenancy interest and therefore a right to access the property.</p> <p>Where possible identification should be provided by the tenant on arrival at the property.</p>
Stolen keys	<p>Tenants will be recharged the cost of lock changes and any associated works. Locks will never be replaced without clear evidence of the person requesting the change providing a tenancy interest and therefore having a right to access the property.</p>
Damage from forced entry	<p>The Police may force entry to a property where they fear there is a danger to life. If the Police have made an arrest after having forced entry, tenants will be recharged for the damage caused.</p> <p>Where the Council contractors have forced entry following the issue of a Warrant to carry out the Gas servicing, tenants will be recharged for the damaged caused and the cost of the warrant.</p>
Deliberate damage by tenant, pet, visitor or household member	<p>Tenants will be recharged the full cost of repair, including associated works arising from 'careless' damage.</p>
Where a crime has been committed and damage caused to the property	<p>These will not be recharged if the tenant reported a crime to the Police. A crime / incident number will be required. If the crime number is not available at the time of reporting the repair, a recharge should be sought until the crime number is provided by the tenant.</p>
Garden and Rubbish Clearances	<p>We will seek to identify the need for gardens of tenanted properties to be cleared through regular estate inspections.</p> <p>Initially the Council will inform the tenant that it is a condition of their tenancy agreement that their garden be maintained to an 'acceptable level'. Tenants will be advised that the Council reserve the right to undertake the work on their behalf and recharge them if they are unable or unwilling to undertake the work themselves.</p>
Inappropriate Emergency Repair Orders	<p>Tenants will be advised when receiving the emergency repair order that they will be recharged if the work is not considered to be an emergency or if they are not in when the contractor calls, or they do not allow the contractor access</p> <p>A standard charge of £100 will be applied for each call out in the above cases.</p>
Missed Appointments and "No Accesses"	<p>Tenants will be advised when rearranging a missed appointment that the third "no access" will result in a recharge of £40.</p>

Gas Servicing – Cost of obtaining a Warrant to Force Entry	Where the Council has applied to the Courts to issue a Warrant for Forced Entry the tenants will be charged the application and Court costs.
Mutual Exchanges	<p>Mutual exchange repairs works will be recharged to the tenant when there is evidence of unauthorised or illegal electrical works within the property. The reinstatement of works caused by alterations or improvements made without written permission from Housing Management will be recharged.</p> <p>Recharges will also be levied where the application for mutual exchange is withdrawn by the tenant and inspections have already been carried out (the full cost of safety checks are payable by the tenant).</p> <p>If rechargeable repairs are identified in either or both parties properties during the mutual exchange process conditional approval will be given. Final approval will not be given until the rechargeable items have been repaired or renewed. Prior to final approval the Housing Officer will visit the property/properties to inspect the work to ensure that it has been completed to a satisfactory standard.</p> <p>Checks should also be made of outstanding rechargeable debts when a request for a Mutual Exchange is received and conditional approval be given until the debts have been cleared in full.</p>

Appendix B: Example of where recharges may apply upon termination of tenancy

Gaining Access	Recharge where the outgoing tenant fails to surrender keys to the Housing Officer when vacating.
Overgrown gardens blocking access to property	Recharge the costs of cutting back and removing clippings, to leave the garden in a manageable state and safe/clear access to the property.
External rubbish	Recharge removal costs only if it is clear that the rubbish has been left by the previous tenant.
External graffiti	Only recharge for removal if it is obviously the responsibility of the former tenant.
Dilapidated outbuildings and tenants' own hazardous hard landscaping	Recharge the full cost of removing damaged/unsafe outbuildings and restoring the garden.
Unacceptable internal decorations	Recharge washing down all dirty walls and fixtures/fittings, and the cost of redecoration.
Broken internal fixtures, fittings and finishes	Normally these will be recharged in full.
Tenant's own electrical work/alterations	If the tenant did not get permission and there is no adequate documentation to prove that the electrical work is satisfactory, we will apply a recharge of the cost of any work necessary to comply with electrical regulations following the electrical check.
Unfixed, or improperly fixed gas appliances	Remedial work will be charged for following the safety check
Damaged or poorly installed fixtures or fittings	Tenants will be charged to put right.
Remodelled interiors	<ul style="list-style-type: none"> • If work is poor standard • If the work fails to comply with conditions of approval for alterations • If the tenant has created a potential hazard
Internal rubbish/effects	Tenants will be recharged the cost of removing all items, including floor coverings, with the exception of coverings in the bathroom and kitchen if they are in good condition.
Infestation and sharps	Tenants will be charged for the disinfestation of dirty properties and for the removal of needles and syringes.
Property damaged from long-standing disrepair	Tenants will be recharged if significant damage has been caused by the former tenant's failure to report disrepair.
Drainage Clearance	Tenants will be recharged where it can be seen that they have misused the drain during occupation.

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