



CABINET REPORT

Report Title	Rechargeable Repairs
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AGENDA STATUS: PUBLIC

Cabinet Meeting Date:	19 May 2010
Key Decision:	YES
Listed on Forward Plan:	YES
Within Policy:	YES
Policy Document:	YES
Directorate:	HOUSING
Accountable Cabinet Member:	Sally Beardsworth
Ward(s)	All

1. Purpose

1.1 To approve the draft rechargeable repairs policy attached in the Appendix.

2. Recommendations

- 2.1 It is recommended that members approve the draft rechargeable repairs policy attached in the appendix.

3. Issues and Choices

3.1 Report Background

- 3.1.1 Tenants are responsible for any damage they cause to their properties. This covers damage caused accidentally, deliberately or through neglect. Tenants are responsible for damage caused by themselves, by their family or by visitors to their home.

3.1.2 The policy aims to ensure that there are mechanisms in place to recharge for damaged caused, whilst ensuring that any special circumstances are taken into account.

3.1.3 Examples of work that will be charged are listed below. The list is not exhaustive and is intended to give examples. Rechargeable repairs may occur during a tenancy. They may also occur when a tenancy is terminated and the Council has to carry out works to the property to make it ready for the next tenant

Examples of situations when a charge may be made include:

- any work required as a result of damage, neglect or an accident;
- lock changes, replacement fobs and keys (unless the lock is faulty);
- gaining access where a tenant has left home with no keys or has lost their keys;
- repairs that the tenancy agreement specifies as the tenant's responsibility – for example, replacing plugs and chains to sinks and baths;
- removal of rubbish and any other items left by a tenant at the end of a tenancy;
- reinstatement work at the end of a tenancy where the tenant has carried out work themselves to a poor standard, or where work has been carried out without prior permission and it is not reasonable to give retrospective consent. For example, if a new kitchen had been fitted without consent and fitted to a high standard, then it would not be removed. However, if a load bearing wall had been removed without permission it would be reinstated;
- reinstatement works in occupied properties where an alteration has been carried out without permission and it is in breach of regulations or unsafe;
- fitting a fire door where the tenant has replaced the door with a non fire door;
- damage caused by forced entry arising from gas servicing or other court warranted access;
- replacing broken glass not due to vandalism

3.2 Special circumstances

3.2.1 Blanket policies should be avoided and individual circumstances will be taken into account when deciding whether to levy a charge. The following will not be charged if reasonable in the individual circumstances:

- work required due to acts of crime or vandalism, domestic violence and hate crime, particularly where the tenant is a victim of such acts;
- tenants in severe financial hardship unable to pay other priority debts - priority debts are those that could lead to the loss of a home, imprisonment or other severe sanction;
- vulnerable tenants, including tenants with dementia, mental ill health, or learning disabilities.

3.2.2 When deciding whether to charge, account will be taken of the cause, history and level of damage, any care or support plan in place and the impact on the tenant.

3.3 Prevention

- 3.3.1** All tenants are given advice in the Tenant Handbook on their obligation to look after their home. These will also be discussed with new tenants when they sign their tenancy agreement.

4. Implications (including financial implications)

- 4.1** It is recommended that no recharge be made for items costing less than £25 as it is not cost effective to pursue recovery.

4.2 Resources and Risk

- 4.2.1** The policy will be delivered within existing resources. Collection and recovery of the amounts invoiced is carried out by the Council's Finance Department.

4.3 Legal

- 4.3.1** The legal power to recharge comes from the clauses in the tenancy agreement which make the tenant responsible for the damage caused.

4.4 Equality

- 4.4.1** An Equalities Impact screening assessment was carried out. The issues of vulnerable tenants were highlighted and the policy adapted to ensure that individual circumstances are taken into account as in paragraph 3.2.

4.5 Consultees (Internal and External)

- 4.5.1** All tenants were consulted and sent a questionnaire asking whether they felt it reasonable to charge for damage. Tenants were asked to respond within four weeks. This was a follow up to the consultation carried out on the tenancy agreement which had taken place over a four month period. There was overwhelming support. There were over 2,000 replies and 72% stated they felt that tenants should be charged for damage caused.

4.6 How the Proposals deliver Priority Outcomes

- 4.6.1** The proposals are consistent with the following corporate priorities as outlined in the Councils' Corporate Plan

- **Partnership and Community Engagement**

Understanding our customers – there was significant support amongst tenants for charging for damage caused.
Achieving cleaner neighbourhoods

4.7 Other Implications None

5. Background Papers: None

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APPENDIX: DRAFT RECHARGEABLE REPAIRS POLICY

1 INTRODUCTION

- 1.1** Most tenants act responsibly and maintain their homes to a good standard. However, on some occasions repairs are required which are the responsibility of the tenant and tenants are charged for work carried out.
- 1.2** This policy outlines which repairs will be treated as rechargeable.
- 1.3** The tenancy agreement specifies which repairs the Council is responsible for. Advice is given in the Tenants' Handbook and in the Repairs Handbook.
- 1.4** The council is responsible for repairing and maintaining the structure and exterior of the properties including the roof, external walls, floors, ceilings, and installations for the supply of water, electricity, gas, heating and hot water. These are statutory obligations.

2 AIMS OF THE POLICY

- To ensure that tenants pay for repairs that are their responsibility
- To maximise income to the Council
- To ensure that there is a payment culture amongst tenants
- To ensure that the majority of tenants who look after their homes are not disadvantaged by those who do not
- To address the needs of vulnerable tenants where appropriate

3 TENANTS RESPONSIBILITIES

- 3.1** Tenants' responsibilities are defined in the tenancy agreement and include redecoration and any damage they (including anyone who lives with them or visits them) cause deliberately, by neglect or by accident. Typical repairs include replacing missing keys, lock changes, broken windows, damage to internal doors, broken sinks and toilet pedestals. Detailed information is given in the next section.

4 RECHARGEABLE REPAIRS

- 4.1** The list below gives examples of work that tenants will be charged for. These are examples only and the list is not exhaustive.
- any work required as a result of damage, neglect or an accident;
 - lock changes, replacement fobs and keys (unless the lock is faulty);
 - gaining access where a tenant has left home with no keys or has lost their keys;
 - repairs that the tenancy agreement specifies as the tenants responsibility – for example, replacing plugs and chains to sinks and baths;
 - removal of rubbish and any other items left by a tenant at the end of a tenancy;

- reinstatement work where the tenant has carried out work themselves to a poor standard, or where work has been carried out without prior permission and it is not reasonable to give retrospective consent - for example, if a new kitchen had been fitted without consent and fitted to a high standard, then it would not be removed. However, if a load bearing wall had been removed without permission it would be reinstated;
- fitting a fire door where the tenant has replaced the door with a non fire door;
- damage caused by forced entry arising from gas servicing or other court warranted access;
- replacing broken glass where a police crime number has not been supplied.

4.2 Where tenants are in receipt of housing benefit or suffering financial hardship, the repair may be completed before payment is made, provided the tenant signs a form to agree to pay by instalments.

5 SPECIAL CIRCUMSTANCES

5.1 Individual circumstances will always be taken into account when deciding whether it is reasonable to levy a charge in the individual circumstances.

- victims of crime, including vandalism, domestic violence and hate crime
- tenants in severe financial hardship, particularly where the tenant is a victim;
- vulnerable tenants (including those suffering severe ill health, tenants in receipt of a disability benefit, tenants with mental health or learning disability support needs).

The list is not exhaustive and all relevant circumstances will be taken into account. There will be a de minimus figure of £25 and work costing this amount or less will not be invoiced.

6 PREVENTION

6.1 All tenants are given advice on their repairing and maintenance obligations in the tenants' handbook and in the repairs handbook.

6.2 The obligations of the tenancy will be discussed with all new tenants on sign up. All conditions of tenancy are explained and advice given on the importance of adhering to them.

7 APPEALS

7.1 Tenants have the right to appeal against a decision to recharge. In such cases, the decision will be made by an officer senior to the person who made the original decision. Tenants may also use the Council's complaints procedure.