

**Subject: Rechargeable Repairs Policy**

**Report to: Management Team 29<sup>th</sup> May 2018**  
**Housing & Neighbourhoods Committee 14<sup>th</sup> June 2018**

**Report by: Amanda Nugent – Rent Manager**

<b>SUBJECT MATTER/RECOMMENDATIONS</b>
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Members are asked to approve the council's Rechargeable Repairs policy.
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**1. INTRODUCTION**

1.1 On 21<sup>st</sup> March 2018 the Housing & Neighbourhoods Committee approved a report confirming the policy of recharging repairs as identified as tenant responsibility in the Tenants Handbook.

1.2 The handbook is clear around the tenant repair responsibilities and the following is an extract from the current handbook (page 11)

‘As a tenant you are expected to make sure that your home, garden and balcony (if you have one) are kept clean and tidy and free from rubbish and not neglected.

You are responsible for minor repairs, internal decoration and deliberate or accidental damage. This includes:

- Minor repairs such as replacing bath and sink plugs, replacing light bulbs (except sealed units), internal door handles, unblocking sinks, cleaning windows, etc.
- Internal decoration within your home, this does not include shared areas such as landings and entrance halls.
- Maintenance on your garden as included in your tenancy agreement, not including communal areas.
- Deliberate or accidental damage by tenants, children or visitors such as broken glass or damaged doors. This does not include criminal damage that has been reported to the police and has a crime reference number.
- Lost security entrance door keys and fobs which can only be purchased from the council

Repair Recharges – We are committed to being clear about what work we are responsible for and any work residents are responsible for. Being consistent regarding the way decisions are made about recharging helps us to manage the repairs and maintenance budget. This money can be spend on looking after and improving residents homes’

- 1.3 The council does currently recharge tenants and leaseholders for work that is their responsibility as outlined above. Tenants and leaseholders are made aware when requesting a repair if there is a charge for the repair. These charges are then billed and collected once the repair is completed. In 2017/18 £8,500 was billed in rechargeable repairs.
- 1.4 This report introduces a refreshed recharge policy that brings together a number of elements to provide a more consistent approach that tenants and leaseholders can understand. For tenants the policy builds on what is currently contained in the tenant’s handbook.

## **2. RESEARCHING WHAT OTHER AUTHORITIES DO**

- 2.1 In refreshing the recharge policy officers considered what approaches other neighbouring stock holding authorities take.
- 2.2 Norwich City Council recharges their tenants for repairs similar to those listed we have listed in the tenant’s handbook. Norwich tenants are charged a standard fixed rate of £97.76, which tenants are asked to pay when the repair is ordered. If the repair completed exceeds £250 the tenant is liable for the full cost minus the fixed amount already paid. Norwich also lists other fees in respect of failed gas safety visits, gas and heating repairs and digital TV / service calls.
- 2.3 Waveney District Council makes the statement that some repairs to tenants home will only be undertaken if paid for in advance and refer to repairs that occur as a result of misuse or accidental damage.

## **3. SUMMARY OF THE RECHARGEABLE REPAIRS POLICY**

- 3.1 The refreshed policy clearly sets out tenant and leaseholders responsibilities in respect of maintaining their homes, the repairs that they will be recharged for and the mechanisms for collecting those recharges.

- 3.2 Section 4 of the policy explains in detail the tenant's responsibilities relating to repairs. This section reflects the tenant's handbook and also sets out in section 4.2 examples of repairs that will be recharged for in respect of wilful damage, neglect, misuse and accidental damage. At present there are some repairs being undertaken that fall within the tenants responsibility such as calls to unblock sinks and toilets due to inappropriate use. The policy is clear that where this occurs as a result of misuse i.e. pouring hot fat down the sink the responsibility for that repair, is the tenants.
- 3.3 The policy introduces the option of pre-payment for rechargeable repairs and sets a minimum value for a rechargeable repair of £45, which covers the cost of the call-out and any initial work.
- 3.4 Tenants or leaseholders will be advised that should the work required exceed £45 they will be recharged for the full cost of the works.
- 3.5 By being clear with tenants and leaseholders about what repairs attract a recharge they can if they wish arrange for the work to be dealt with privately or they could undertake the work themselves for example unblocking a sink. These options could be cheaper than paying the minimum charge.

#### **4. INTRODUCING THE POLICY**

- 4.1 The policy reaffirms the council position in respect of rechargeable repairs as contained in the tenant's handbook and provides greater clarity in respect of responsibilities of tenants, leaseholders, officers and contractors. As such much of the policy is already being implemented however there are sections that are new.
- 4.2 The option of pre-payment and a minimum charge of £45 will be new for tenants and leaseholders. In preparation tenants will receive information about the policy, the changes and how it may impact them in the Tenants News and Views newsletter. There will also be a series of articles on how to resolve minor repairs that are the tenants responsibly such as unblocking sinks, dealing with condensation, etc.

- 4.3 Officers will work with Great Yarmouth Norse to produce information for tenants on how to deal with a range of minor repairs from unblocking sinks to combatting condensation. Tenants will be referred to this information which will be available in hard copy and posted on the Council's web page. A copy of the Rechargeable Repairs Policy is available as part of the background papers for this report.

- 4.4 The revised policy will be implemented from 1<sup>st</sup> October 2018

## **5. FINANCIAL IMPLICATIONS**

- 4.1 Encouraging tenants and leaseholders to take responsibility for repairs as detailed in the policy will ensure that repairs budgets are spent on repairs caused by genuine wear and tear and reduce the number of repeat requests for minor issues.

## **6. RISK IMPLICATIONS**

- 5.1 The major risk regarding the recharge policy is that tenants and leaseholder fail to report repairs or do the work themselves resulting in deterioration to the property. This can be mitigated by using data from the repairs system to understand demand, look at the impact the policy has had on previously frequent users of the service and if necessary undertake visits to ensure that repairs are not being left.

## **7. CONCLUSIONS**

- 6.1 It is important that the Council has an effective repairs service that meets the needs of tenants and leaseholder and is fair and equitable to all and the rechargeable repairs policy is integral to this. The council also needs to balance its responsibilities as a good landlord with the requirement for tenants to take responsibility for their homes.

## **8. RECOMMENDATION**

Members are asked to approve the council's Rechargeable Repairs policy

## **9. BACKGROUND PAPERS**

Rechargeable Repairs Policy

*Areas of consideration: e.g. does this report raise any of the following issues and if so how have these been considered/mitigated against?*

<b>Area for consideration</b>	<b>Comment</b>
Monitoring Officer Consultation:	N/A
Section 151 Officer Consultation:	Via Management Team
Existing Council Policies:	N/A
Financial Implications:	Yes
Legal Implications (including human rights):	Yes
Risk Implications:	Yes
Equality Issues/EQIA assessment:	Yes
Crime & Disorder:	N/A
Every Child Matters:	N/A

## RECHARGEABLE REPAIRS POLICY

### **1. Introduction**

- 1.1 Great Yarmouth Borough Council recognises the importance of operating an effective repairs service. We are committed to ensuring our properties and neighbourhoods remain sought after as places to live, and we carry out any repairs resulting from fair wear and tear.
- 1.2 We are committed to being clear about what work we and residents are responsible for. We will encourage residents to take responsibility for keeping their home in a good state of repair, ensuring the repairs budget is spent on repairs caused by genuine wear and tear. Being consistent regarding the way decisions are made about recharging will help us manage the repairs and maintenance budget
- 1.3 The service outlined in this policy applies to all Great Yarmouth Borough Council tenants, licensees, (referred to as tenants in this document), leaseholders plus contractors, staff members and out-of-hours service operators.
- 1.4 This policy draws together various existing arrangements already identified in the Tenancy Agreement, Tenants Handbook and aspects of the Repairs Policy under which some recharges are made. It provides guidance on recharging the cost of repairs undertaken by Great Yarmouth Borough Council (through our repairs partner GYN).
- 1.5 Repairs may result from resident damage, neglect or carelessness and we expect them to pay for the cost of carrying out this work. Alternatively they may carry out the repair themselves in accordance with the Tenants Alteration & Improvement process.
- 1.6 Charging for repairs caused by resident damage, neglect or carelessness allows more money to be invested in improving neighbourhoods. GYBC may request up-front deposits and/or payments.

### **2. Our Service Standards**

- We will operate a timely and effective repairs service
- We will ensure our neighbourhoods and properties remain desirable areas to live
- We will charge residents for damage caused by neglect or carelessness
- We will be clear about the charges residents are expected to pay

### **3. Aims**

We will;

- Provide advice and guidance on how residents should look after their homes
- Protect & support vulnerable people
- Provide an excellent service, be fair and equitable
- Listen to our residents
- Engage and create healthy, vibrant communities
- Be proactive and use measures which prevent and minimise rechargeable repairs
- Work with our partners to provide advice and assistance to residents and former tenants to receive budgeting advice
- Collect all rechargeable debts due; ask for payment in advance where possible
- Take prompt and appropriate action to recover debts
- Be committed to using legal action, but only as a last resort and when reasonable alternative measures have been exhausted
- Remain aware of new initiatives to support residents in maintaining their homes

### **4. Responsibilities of GYCH Tenants**

4.1 Tenants are responsible for minor repairs, internal decoration and deliberate or accidental damage. This includes:

- Minor repairs such as replacing bath and sink plugs, replacing light bulbs except sealed units, internal door handles, unblocking sinks etc.
- Internal decoration within the home, this does not include shared areas such as landings or entrance halls.
- Maintaining garden in accordance to tenancy agreement, not including communal areas.
- Deliberate or accidental damage by residents or visitors, such as broken glass or damaged doors. This does not include criminal damage that has been reported to the police and has a crime reference number.
- Lost security entrance door keys and fobs which can only be purchased from the council.

4.2 In addition to the tenant responsibilities listed above there are repairs which would attract a recharge to the current or former tenant of the property where the damage has been caused. This list is not exhaustive.

- Wilful damage – e.g. replace smashed door or window, DIY which has damaged the structure of the property
- Neglect – e.g. repairs required further to rubbish removal, missing keys (including window locks), clear blocked sink, bath or WC (e.g. nappies, toilet fresheners, etc.) removal of fire doors, frozen/burst pipes etc.
- Misuse – e.g. replace tiling, repair to walls (graffiti)
- Accidentally damage – e.g. to fixture and fittings that require repair or replacement.
- Restoring any damage caused, locks changed and clearance of items following repossession, transfer or mutual exchange

## **5 Emergency Repairs Including Out of Hours Work**

5.1 Emergency repairs are anything where time or health safety and security are the most important aspects. This also includes repairs the council is obliged to carry out under 'Right to Repair' legislation.

5.2 Emergency works will consist of the following:

- Making a dwelling safe and secure following fire, flood, impact or forced entry to ensure there is no risk of injury to the residents, neighbours, visitors or passers-by
- Undertaking work to restore essential services to a property in the event of unexpected failure to ensure the health, safety and welfare of the residents
- Making a dwelling safe to minimise further damage to the property, or neighbouring premises

Examples of the above will include:

- Insecure external door/window
- Loose or detached banister/handrail
- WC not flushing (where no other available)
- Leaking water or heating pipe, tank or cistern that cannot be contained
- Total or partial loss of water, heating or electricity
- Blocked WC, foul drain or stack
- Blocked flue to open fire or boiler
- Any gas related emergency
- Exposed live or sparking electrical cables

This is not an exhaustive list.

5.3 Depending on circumstances leading to the emergency the repair may be recharged.



- 5.4 Where our contractors have visited a property to carry out a standard (non-emergency) repair and discover the work is rechargeable, this will not be undertaken until the resident is informed.

## **6 Tenant Contents Insurance**

- 6.1 It is recommended that tenants take out Home Contents Insurance for their personal property and any losses for which the council is not responsible.
- 6.2 The council runs a scheme to provide insurance specially tailored to tenants at a reduced cost.

## **7 Tenants Opting to Undertake Repairs**

- 7.1 Tenants have the option of employing their own tradesmen to carry out repairs that they are responsible for. The Tenants Alteration and Improvement Guidance is available which outlines when permission is required to undertake works.
- 7.3 If the repair relates to gas or electrics the work must be completed by a NICEIC qualified/competent electrician or Gas Safe Registered engineer. The tenant must provide a copy of the completion certificate.
- 7.4 If the repair is classed as an emergency the council will carry out the repair to ensure tenant safety.

## **8 Tenancy Sustainment**

- 8.1 Our tenancy services team delivers a comprehensive support service to tenants to assist them to sustain their tenancy and avoid rechargeable repairs. This includes:
- Undertaking Tenancy Sign Up Meeting – Overview of tenant responsibilities is provided including how to obtain permission to undertake an alteration to their home
  - Visits to Introductory Tenancies - Within 4 weeks of tenancy commencing and at 3 and 9 months.
  - Offering Advice to Secure Tenants – How to maintain their home and monitoring the condition of their property ensuring issues are resolved at an early stage
  - Conducting Regular Tenancy Audits – Scheduled on risk to the property and vulnerability of the household to provide support as per new home visit

## **9 Void Properties**

- 9.1 Pre-void inspections will be carried out before tenants leave their properties, including mutual exchanges, to identify any repairs that are required and advise tenants if any of these are rechargeable. This will also give the tenant the opportunity to rectify the repair before leaving the property.
- 9.2 When the property becomes void, if there is any clearance of belongings, garden works, or repairs to return the property to a standard condition the work will be carried out. Tenants will be recharged for the cost.

## **10 Responsibilities of Leaseholders**

- 10.1 Repairs to a leasehold property are the responsibility of the leaseholder and the council will not usually undertake this work. However where the repair has an effect on the communal areas or other residents and:
- The leaseholder is unwilling or unable to employ their own contractor, or
  - The repair is classed as an emergency
- 10.2 The council will order the works and recharge the leaseholder after the work is carried out.
- 10.3 The need for emergency work to make safe a potentially dangerous situation will over-ride any requirement for leaseholder consultation. Consultation may be necessary for any subsequent, follow-up work.

## **11 Equality & Diversity**

- 11.1 The policy will take into consideration the Equality Act 2010, Public Sector Equality Duty to protect from discrimination and will be regularly reviewed. We will assess each case on its own merits.
- 11.2 Vulnerability is not defined as someone's ability to pay for services due to low income or level of deprivation, therefore a tenant's financial status or income will not be a qualifying factor.

## **12 Collection of Rechargeable Repairs**

- 12.1 Tenants unwilling to pay for the repair the matter will be referred to the tenancy services team to investigate a potential breach of tenancy. If the repair remains outstanding when the property becomes void the repair will be recharged.
- 12.2 GYBC will seek to collect all rechargeable debts in an efficient manner and we will
- Identify "vulnerability" and offer to work with other agencies to provide a supportive and holistic service.
  - Treat all our customers with respect and consideration of their individual circumstances

- Work pro-actively to signpost service users to other agencies that can maximise their income.
- Work closely with any advice agency or authorised person acting on their behalf of the debtor.

12.3 Where a tenant or leaseholder is to be recharged after the works are complete an invoice will be sent detailing the actual cost and any payments made against the balance owed.

12.4 When dealing with recharges we will:

- Ensure our letters are clear, customer friendly and designed to encourage payment.
- Ensure tenants or leaseholders are able to discuss their debts in a confidential setting so that we can provide assistance.
- Take into consideration a customer's ability to pay for services and will confirm any payment arrangements and record these on our accounting system.
- Seek to recover all debts owed and be committed to using legal action, but only as a last resort and when reasonable alternative measures have been exhausted.
- Provide a variety of payment options available, reviewing these methods regularly to ensure value for money, accessibility and customer satisfaction.

## **13 Charges**

13.1 The cost of a rechargeable repair will be a minimum of £45, this covers the cost of the call-out and any initial works. Where a completed repair costs are greater than £45 the actual cost of the repair will be charged.

13.2 Tenants will be encouraged to make an advanced pre-payment of £45 to cover the call-out and initial works. Tenants who are unable to make the pre-payment will be billed for the cost of works on completion

13.3 Where a tenant has an existing recharge that has not been paid, pre-payment from the tenant will be required before a non-emergency repair is carried out.

## **14 Related policies and procedures**

14.1 This policy should be read in conjunction with the following:

- Repairs and Maintenance Policy
- Gas Servicing Policy
- Rent and Income Collection Policy
- Equality & Diversity Statement
- Safeguarding Policy

## **15 Responsibility**

15.1 Responsibility for the various stages is set out below.

15.2 The Tenancy Services Manager is responsible for:

- Deciding whether a rechargeable repair is a breach of tenancy.
- If there are any exceptional circumstances apply and the recharge should be waived.

15.3 GYN is responsible for:

- Assessing whether a repair is rechargeable
- Ordering rechargeable repairs
- Deciding if a repair is an emergency
- Assessing any immediate health and safety risk and ordering temporary repairs

15.3 The Rent Income Manager is responsible for:

- Taking payments in advance
- Pursuing debts owed on recharge accounts
- Collection of arrears in accordance with our agreed debt recovery procedures. All debts will be considered when determining the level of an acceptable repayment agreement.

## **16 Complaints**

16.1 Customers who are not satisfied with the way in which their service has been delivered may use the GYBC Complaints Procedure as detailed in the Complaints Policy. This can be found at;

<https://www.great-yarmouth.gov.uk/commentscomplimentsandcomplaints>

## **17 Review of Policy**

This policy shall be reviewed bi-annually and amended as required.