

## **Rechargeable Repairs Policy (Draft)**

### **1. Scope of Policy**

This policy describes the activities and responsibilities in relation to:

- Any repairs that are due to damage (accidental or otherwise), abuse, neglect and cost of rectifying unauthorised alterations in tenanted properties, void (empty) properties, and garages.
- Repairs required in communal and external areas as a result of tenant damage.
- Rubbish removal and cleaning, including both inside and outside of the property (including garages).
- Storage, removal and disposal of household contents, including furniture and white goods.
- Lock changes as a result of lost/stolen keys, including garages and storage sheds.
- Removal of graffiti and rectifying wilful damage.
- Charges for any damage caused by the police, North Tyneside Homes, other Council services or its agents, if they enter a tenant's home under warrant or in case of emergency.
- Any other repairs or responsible items, as defined under the terms of the Tenancy Agreement/Repairs Handbook.

### **2. Business Plan and Delivery Plan**

The Rechargeable Repairs Policy will assist the Council to meet the aims and organisational objectives detailed in the Business Plan and Delivery Plan. In particular it will assist the Council to provide decent and well maintained houses through the recovery of the costs of recharges to allow for re-investment in the housing stock.

The notification and implementation of this policy by the Council should result in a reduction in the number of recharges. For empty properties this should result in vacant homes being turned around in the shortest possible time and reduce the cost of bringing empty properties up to an acceptable letting standard. It will also assist the Council to deliver a flexible, customer focussed, value for money service.

### **3. Legal Framework**

Under Section 11 of the Landlord and Tenant Act 1985 and referred to in the Tenancy Agreement, North Tyneside Council (the landlord) is not obliged to carry out repairs to the property other than those which fall within its statutory repairing obligations. The tenancy agreement refers to the power to recharge tenants for damage.

The Repairs Handbook outlines those repairs for which the tenant is responsible.

#### **4. Overall Aims of The Rechargeable Repairs Policy**

The aims of the policy are to:

- Promote a responsible attitude by tenants towards their property by ensuring that costs are pursued from those who deliberately cause damage or negligently allow damage to occur.
- Ensure rechargeable items are dealt with efficiently and with transparency.
- Recover the cost of rechargeable items from current and former tenants.
- Maximise income by the recovery of debts owed relating to rechargeable items and as a result demonstrate value for money
- To encourage tenants to report repairs in a timely manner in order to minimise the cost of repair.

Specific objectives

- To give clear guidance on the circumstances where tenants and former tenants will be recharged for repairs
- To give clear guidance on the circumstances when and where discretion to waive charges will be applied
- To set out the rationale to the charges that will be applied
- To inform tenants of the range of payment options
- To inform tenants of action that will be taken for enforcement of payments

Ensuring these objectives are met will make sure that practices are reasonable, equitable and transparent.

The Council will be pro-active in preventing Rechargeable Repairs by:

- Providing rechargeable repairs leaflets in sign up packs and in tenant service centres and libraries
- Discussing repairing responsibilities and rechargeable repairs with new tenants at sign up and on tenancy visits and recording relevant information
- Discussing repairing responsibilities and rechargeable repairs with tenants at tenancy audits, pre-transfer visits and recording relevant information
- Deferring mutual exchanges if properties are in a state of disrepair, if deliberate damage has been caused to the property, if wilful neglect has caused damage to the property and/or unauthorised works have been carried out by the tenant
- Advising transfer applicants that if unauthorised DIY work has been carried out, if deliberate damage has been caused to the property, or if wilful neglect has caused damage to the property it will have an impact on their ability to move.
- Carrying out pre-termination inspections and reminding tenants that to avoid recharges, the property must be left in a good state of repair and cleared of all rubbish and belongings, including white goods
- Carrying out mutual exchange inspections and reminding tenants of their responsibilities in respect of rechargeable repairs

- Advising Right to Buy applicants that the power to refuse to complete will be enforced if any housing debts, including rechargeable repairs remain unpaid.

## 5. Circumstances for recharging

The Council in partnership with Kier North Tyneside (KNT) is responsible for repairing the structure and outside of the property and for making sure fixtures and fittings for electricity, gas, sanitation and water are safe and in working order.

If the repair does not fall within the Landlord's statutory repairing obligations, the tenant will be advised that they are responsible for the repair.

Tenants are informed of their repairs responsibilities when they sign the Tenancy Agreement and they are referred to in the Repairs Handbook.

All tenants will be recharged the cost of repairs and/or work carried out by the Council which the tenant is responsible for under the terms of the Tenancy Agreement, except in exceptional circumstances (see below).

Examples of rechargeable repairs may include (this is not an exhaustive list):

- **Repairs resulting from deliberate or accidental damage** - where works are required due to a tenant, their household members, visitors or pets deliberately or accidentally damaging any fixtures or fittings in their home or any communal fixtures or fittings owned by the landlord.
- **Unauthorised Alterations** - Any works that are required to bring a property back up to an acceptable standard or safe condition, as dictated by the landlord and to ensure Health and Safety of residents and the property. E.g. removal of electrical dimmer **switches/ceiling fans, replacement of walls etc.**
- **Clearance of property and gardens at the end of a tenancy** - All properties should be left clean tidy and empty. We will charge for removing and disposing of items left by the outgoing tenant, e.g. furniture, white goods, personal belongings, floor coverings the tenant has fitted, rubbish etc.
- **Storage of goods following eviction.** – The property should be left in a clean, tidy and empty condition. If goods are left in the property North Tyneside Council (the landlord) are legally obligated to store the goods for 1 month before disposal under section 41 of the Local Government (Miscellaneous Provisions) Act 1982. The Council will charge for any costs incurred relating to storage or disposal.
- **Costs associated in clearing and repairing a filthy or verminous property during the course of a tenancy.** – These terms are defined under the Public Health Act 1936 (Section 83 as amended by section 35 of the Public Health Act 1961).
- **Criminal Damage to North Tyneside Council managed properties** – Where damage has occurred and the Court has prosecuted the culprit. Or where the individual has admitted the damage.
- **Damage to property, fixtures or fittings caused by neglect** – Under the terms of the tenancy agreement if a tenant does not report a repair or

damage, or allow us access to affect necessary repairs, in a timely manner, we may charge for any work caused by the delay.

- **Costs of obtaining a Court order to gain access to tenanted properties.** We carry out a gas safety check each year. We also carry out periodic tenancy checks to ensure the tenant is keeping the property in good order. If we are denied access to the Council will obtain a court order to fulfil the Councils obligations as landlord.
- **Damage caused by forced entry** arising from gas servicing, other court warranted access, or where a prosecution is successful the cost of making good any damage (e.g. repair or replacement of external doors) will be recharged to the tenant. The Council will liaise with the local police for reimbursement of costs where necessary.
- **Gaining access and changing locks** as a result of lost or stolen keys, where the tenant is unable to provide a crime reference number.
- **Clearance of bulky items from housing land**, which result in costs to the Council.
- **Damage to, loss or theft of furnishings in furnished/part furnished accommodation.**
- **Recharge for the replacement of lost or broken door entry key fobs.**
- **Repairs that the tenancy agreement refers to as the tenant's responsibility**, for example, replacing plugs and chains to sinks and baths.
- **Replacing broken glass** not due to proven criminal activity.
- **And any other circumstance that causes unreasonable cost to North Tyneside Council property.**

## 6. Exceptional circumstances

Each case must be assessed individually and discretion may be exercised where there are any vulnerability issues that may lessen the tenant's culpability and exclude them from their responsibilities for repair, damage or neglect.

The Council will consider the following when deciding whether or not to recharge for a repair:

- Is there sufficient evidence that the tenant was fully aware of their responsibilities under the terms of the tenancy agreement?
- Is there sufficient evidence to show the tenant has been appropriately advised of their rights and responsibilities throughout the process and that they have been advised of the potential charges
- Is there sufficient evidence that the recharges were accurately identified
- Is there any evidence to indicate that it is appropriate to waive the recharge due to exceptional circumstances

The Council will also consider the following:

- Has the tenant left through no choice of their own such as fleeing harassment/ violence or as a result of domestic abuse?
- If the tenant is struggling to maintain their property, have they been identified as vulnerable and have appropriate support referrals been made?
- Is the tenant likely to be placed in severe financial hardship if the recharge was to be raised?

- Is the tenants health and/or wellbeing likely to be severely impacted if the recharge was to be raised?

Where a tenant expresses a difficulty in paying an invoice arising from a rechargeable repair the Council will carry out investigations to determine whether or not it is appropriate to charge. We will always consider vulnerable tenants and where possible work with them to avoid implementing recharges, which could result in, severe financial hardship.

Where a tenant expresses an inability to pay a detailed report should be referred to a Senior Officer including a break down of their income and expenditure, for the exercise of discretion.

If the resident lives in a Sheltered Scheme or an Elderly designated dwelling, we will make the Scheme Manager and Supported Housing Manager aware of the situation before the recharge is sent to the tenant.

## **7. Damage caused by a third party**

A tenant cannot avoid a recharge by claiming that someone else caused the damage. The Tenancy Agreement states that the tenant must ensure that “...you, or anyone living with you or visiting your home, do not misuse, damage, vandalise or remove any part of the property, neighbouring property or area.” The tenant is responsible for the actions of members of their household, including children and visitors.

However, if the damage occurred as a result of anti-social behaviour/domestic violence/violent actions, e.g. a third party forced their way into the property and caused damage, the tenant should be advised to report the incident to the police and obtain a crime reference number. If the tenant has a crime reference number and the crime reported relates to the damage in question, there will be no recharge. **An incident number is not sufficient.**

## **8. Responsive Repairs**

A rechargeable item may be identified in a number of ways:

- When a repair is reported by a tenant
- Through a repair pre-inspection
- During a tenancy audit
- Through a pre-termination inspection
- On any other visit from a member of staff from the Council, our partners or an appointed contractor

Where the Council identify that a repair is required and maybe rechargeable this will be referred to KNT.

When a tenant reports a repair to KNT, the Tenant Services Representative (CSR) will assess the repair and identify:

- The urgency of the repair
- The responsibility of the repair

- The technicalities of the repair

Where KNT identifies that a repair may be rechargeable the repair will only be carried out if it is necessary to make the item safe.

Where KNT decides that a repair is rechargeable a rechargeable repair job will be raised. (If the repair is an emergency KNT will complete the repair first.)

KNT will:

- Inform the tenant that the repair is rechargeable
- Make an appointment to carry out the repair (if required)
- Take necessary photographic evidence
- Collate evidence of the repair
- Complete repair inspection report

KNT will then send collated evidence of the repair to North Tyneside Homes who will confirm and approve the details of the recharge.

Where a repair is identified by an Inspector, the Inspector will inform the tenant if a repair is rechargeable. The Inspector will take photos and record details of the repair.

Once it has been established that a repair is the responsibility of the tenant we will advise the tenant of the cost of the repair.

## **9. Void (empty property) repairs**

As the majority of recharges are identified in empty properties an effective recharge policy is essential to ensure the empty property costs and empty property turnaround times are kept to a minimum.

When a tenant gives notice to terminate their tenancy, arrangements will be made for a pre-termination inspection. The purpose of the visit is for the Inspector to explain to the tenant what they need to do to hand the property back to the Council in an acceptable condition.

At the pre-termination inspection the Voids Inspector will remind the tenant that they are responsible for leaving the property clean and in a good state of repair with any unauthorised alterations corrected and for ensuring the property / loft / garden / outbuildings are cleared of all furniture, white goods (cooker / fridge / washing machine etc), floor coverings (laminated / linoleum / carpets etc), personal possessions and rubbish.

The tenant will be given the opportunity to rectify any repairs which they are responsible for, during the notice period. Where there are concerns regarding the health and safety of the tenant, household members or other residents repairs to make safe will be ordered and completed as soon as possible and the tenant will be charged for the cost.

If the work to rectify any repairs identified during the void inspection is not completed by the tenant, recharges will be raised and the tenant invoiced at their new property.

Once a property is vacated a further inspection will be carried out. If the Voids Inspector identifies any additional damage, neglect or other items requiring removal that would incur additional costs for North Tyneside Council then recharges will be raised and the former tenant will be sent an invoice.

A tenant refusing or frustrating the ability to carry out a pre-termination inspection will not avoid being charged for any repairs identified once the property is vacated.

## **10. Charges**

We will provide a quote for any remedial works **where possible**. The most common rechargeable repairs indicative costs are detailed in the **Repairs Policy**. When a recharge arises from abandonment, eviction or vandalism or any other event where we have been unable to provide a quote, we will invoice after the works have been completed.

Costs for rechargeable repairs are based on current repairs costs, including materials and labour from the agreed schedule of rates. VAT will be applied to recharges at the standard rate.

In some instances, the tenant will have the choice to complete the work themselves and will be given a timescale of 28 days (as long as it is not an emergency repair) in which to complete the repair. KNT will inform the tenant that the repair must comply with any regulatory standards and a job to inspect the work will be raised.

When a rechargeable repair is inspected and has not been completed, or it does not meet expected standards, KNT will complete the repair and recharge the tenant.

## **11. Rechargeable Repairs payments**

The Council will raise an invoice for payment soon as practical, after the repair is completed.

Tenants will be able to pay using a variety of payment methods:

- Pay online using a payment reference
- By direct debit.
- By Telephone: 0345 2000 107 (Mon to Fri, 7.30am - 8pm).
- In person: at [Killingworth](#), [North Shields](#), [Wallsend](#), [Whitley Bay](#).
- Plastic payment card: at a [Post Office](#) or [PayPoint](#) outlet.

It is expected that rechargeable repair charges should be paid within 28 days of the charge being raised.

The Council recognises we may be dealing with disadvantaged groups, vulnerable sectors of society and tenants facing financial hardship. In such circumstances repayment of charges in full may cause financial hardship for the tenant. In these cases, the Council will endeavour to agree a sustainable and affordable repayment agreement with the tenant (or former tenant) based on their financial circumstances and will inform the tenant (or former tenant) of the agreement in writing with clear repayment guidelines.

If a payment plan is entered into the tenant (or former tenant) will be required to sign a payment agreement form.

In the event that the tenant (or former tenant) fails to pay the charge or defaults on any agreed repayment agreement, the Council may use a debt collection agency to recover the debt and/or choose to undertake legal action.

We will seek not to use legal redress unless other forms of recovery action have been exhausted or a 'debtor' is uncooperative and ensure that rechargeable repairs costs are recovered in a consistent manner.

## **12. Enforcement action**

Where the tenant has caused serious damage to their property and/or have caused damage to their property on repeated occasions, enforcement action will be taken for breach of tenancy, in addition to charging for the cost of the repair.

## **13. Impact on future re-housing applications**

If the damage is sufficiently serious in extent to make the applicant unsuitable to be a tenant this may be reflected in their assessment of housing need if they subsequently reapply for housing in the future, in accordance with the Allocations Policy.

The banding decision will take into account whether the circumstances mean that the applicant is unsuitable at the time their application is considered. If they have demonstrated a change in behaviour then their banding will not be affected or will be reinstated. This does not affect the tenant's liability to repay any money owed.

## **14. Appeal & Dispute**

Tenants who wish to appeal against and/or dispute recharges will have the opportunity to write to a Senior Officer explaining why they believe they are not responsible for the repairs and/or work. Documentary evidence to support the appeal/dispute must be provided.

The appeal will be dealt with by a Senior Officer (who was not involved in the original decision), or, depending on the nature of the appeal, the Housing Income Manager. A letter will be sent to the tenant advising of the decision within 10 working days of the appeal being made.



## **15. Performance Monitoring**

In order to comply with its service commitments to continually improve the service, the Council will monitor the effects of rechargeable repair procedures.

Areas to be monitored are as follows:

- Number and value of rechargeable repairs carried out as a void repair
- Number and value of rechargeable repairs carried out as a responsive repair
- Collection rates and performance for each type of repair
- Numbers and nature of disputes/appeals and outcomes
- Number and value of discount incentives
- Number and nature of waivers