

# RECHARGEABLE WORKS POLICY

## Glossary of Terms

*'Property'* includes dwellings, gardens, garages, outbuildings, decants, access across council land and any equipment provided by the Council.

*'Tenant(s)'* includes secure tenants, introductory tenants, fixed-term tenants, licensees, unauthorised occupants, garage tenants and joint tenants.

## 1.0 STATEMENT ON POLICY

- 1.1 A rechargeable repair is a repair that is the result of damage or negligence to the property and/or its fixtures and fittings, internally or externally by a tenant or leaseholder or a member of the tenant's/leaseholder's household or an invited visitor to the property and/or communal areas.
- 1.2 A charge will also be levied against the cost of removing items and clearing gardens when properties are vacated, blocking unauthorised access across council-owned land, and replacing damaged equipment in Council property. This Policy also applies to licences and occupiers.
- 1.3 The tenancy conditions clearly state that the tenant is responsible for the cost of repairing any damage that they cause to council properties. Appendix B lists the repairs for which the tenant or the Council is responsible. The Council cannot assign its statutory duties to repair the items listed as its responsibility to the tenant (as per section 11 of the Landlord and Tenant Act (1985)).
- 1.4 Where a tenant has carried out alterations or improvements to the property with or without written consent, the Council may ask for the property to be returned to its original condition. If a tenant does not restore the property to its original condition, the council will undertake the work and charge the cost of the work to the tenant. The tenant will be responsible for the repair of any alterations that have been authorised by the Council. Full details relating to consensual and non-consensual

alterations or improvements are laid out in the [Tenants and Leaseholder's Alterations and Improvements Policy](#) (2018).

1.5 The aims of the rechargeable works policy are:

- Reduce the cost of repairs to the Council where tenants are responsible
- Prevent the neglect and damage to council properties by advising tenants of their responsibilities
- Avoid the majority of tenants picking up the bill for the minority
- Protect the repairs budget to deliver only what it is intended for and as laid out in the Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994
- Reduce the costs of empty property works across the city
- Provide clarity on categories of repair work and the associated response times

## 2.0 KEY ISSUES FOR POLICY IMPLEMENTATION

2.1 Tenants are responsible for the property as per the tenancy/licence conditions. The Council will decide whether charges are to be made against occupiers and what action will be taken to attempt to recover any costs deemed as rechargeable works.

2.2 The emphasis will be on prevention of rechargeable work at all stages rather than the necessity to recover costs.

2.3 If the Council is notified of, or suspects that, works are required because of damage which is as a result of domestic abuse, the Housing Officer responsible for tenancy management will be notified. The Housing Officer will refer to the City Homes/Supported Housing 'Responding to Disclosures of Domestic Abuse Procedure' (2019).

2.4 All repair charges, where the Housing Officer agrees that the work required is as a result of damage caused by a perpetrator of domestic abuse, will be waived.

### **3.0 PRE-VOID INSPECTIONS**

- 3.1 Tenants will be recharged for works at the end of the tenancy. The aim will be to keep the charges to a minimum by advising tenants before they leave of their responsibilities. Estimated costs for all re-chargeable repair work will be shared with the tenant(s) following pre vacation inspection and rechecked upon keys being returned to CCC. In situations where a pre vacation inspection is not possible recharges will be identified when the keys are returned and listed accordingly. All rechargeable repairs shall be recorded with photographic evidence and stored electronically at Estates and Facilities.
- 3.2 Tenants will be sent a confirmation of total charges after they move to their forwarding address. The tenant will be expected to pay the charge indicated on the confirmation within 14 days of receiving it, unless the Council agrees terms for repayment.
- 3.3 For other rechargeable costs, tenants will be advised at the earliest opportunity and in line with the requirements of the particular service, as to what costs will be levied.
- 3.4 Where tenants complete the work themselves to avoid a recharge and it is subsequently found that the works have not been carried out to a pre-agreed standard and specification, the Council reserves the right to remove any work undertaken and charge the full cost of replacing the work, plus VAT.

### **4.0 EMERGENCY RECHARGEABLE REPAIRS**

- 4.1 When an emergency rechargeable repair is being reported, the tenant (or whoever is reporting this on the tenants behalf) will be advised that the works will be recharged and whether or not the repair is an emergency, urgent, routine or long-term works. See Appendix A of this document.
- 4.2 The tenant will be sent confirmation of total charges following completion of the repair and payment will be expected within 14 days,

unless the Council agree terms for repayment. Terms for repayment may include the option for the tenant to pay the Council an agreed amount on a regular basis until the debt is cleared.

- 4.3 If, following an emergency call-out, the repair is assessed as a non-emergency repair, then the repair work will not be undertaken and the tenant will be advised to book a non-emergency repair appointment. The cost of the emergency call-out will be recharged to the tenant<sup>1</sup> and this fee will apply to calls made during and outside office hours.

## **5.0 NON-EMERGENCY (URGENT/ROUTINE/LONG-TERM) RECHARGEABLE REPAIRS**

- 5.1 When a non-emergency repair is reported the tenant will be informed of the cost of the repair. If the tenant wishes for the council to undertake the repair work a confirmation of total charges will be issued. Once full payment has been received Estates and Facilities will undertake the works. The tenant will be given the opportunity to complete the works by completing an Alteration Form. Once approval has been given by the Asset Officer the tenant can employ their own contractor however the works need to be completed to an agreed standard with Estates and Facilities.
- 5.2 If when carrying out a non-emergency repair it is deemed that the repair was caused by the tenant then this can be recharged upon completion.
- 5.3 If the tenant misses a pre-arranged repair appointment on two consecutive occasions, no further non-emergency repair appointments will be booked or undertaken by the Council until an abortive call-out fee is paid. This does not include items listed as emergency repairs in Appendix A.

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<sup>1</sup> The Council's ability to charge the cost of the emergency call-out is dependent upon the implementation of the required systems, processes and legal instruments.

- 5.4 If the tenant chooses to undertake the repair themselves they must complete a Tenant Alterations Form in-line with the [Tenants and Leaseholder's Alterations and Improvements Policy](#) (2018). If the alteration is authorised by the Council then the responsibility for the maintenance of the alteration will pass to the Tenant. The Council will **NOT** repair alterations or extra items that the Tenant has fitted.

## 6.0 GAS FORCE ENTRIES

- 6.1 The Council is responsible for the servicing of gas appliances in tenants homes on an annual basis. If the Council is unable to gain access to the property despite reasonable notice and written requests to the tenant then the Council is legally entitled to force entry to the property to carry out the service. In such cases the council will immediately re-secure the tenants home and rectify damage caused. The Council will charge the tenant for the additional reasonable costs incurred.

## 7.0 RECHARGEABLE WORKS CHARGES

- 7.1 The Rechargeable Works Charge List will be based upon the National Schedule of Rates. To ensure fairness and transparency the Rechargeable Works Charge List will be reviewed annually.

## 8.0 PREVENTION

- 8.1 Tenants will be given advice about their responsibilities as a tenant at the start of their tenancy, and, if applicable, at the pre-transfer visit ('Plus' visit). Tenants will be advised that all housing related debt (including recharges) must be repaid at the end of the tenancy, and that failure to repay this debt may result in CCC taking legal action to recover the money, and/or the tenant being barred from future entry onto the housing register.
- 8.2 The Council will use personal data held on the Housing Information System to trace former tenants who owe a rechargeable repair debt to the Council , but will keep the data in a form which permits identification

of the individual for no longer than is necessary (see Article 5 ( c ) and ( e ) of the General Data Protection Regulation Principles).

- 8.3 Properties will be let to new tenants in accordance with the City Council's *5-Point Promise* and to meet the requirements of the Decent Homes standard.
- 8.4 The Council will point out clearly to tenants that they are responsible for paying for the work carried out by the Council that is deemed to be "rechargeable". The Council will seek payment in advance for repairs, before we agree to do work which is the tenants' responsibility.
- 8.5 Tenants who have applied for a transfer will be advised that their request may be deferred if there is repair work that they need to carry out. If tenants leave their property and repair work has to be carried out or possessions cleared then they will be recharged.

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## **APPENDIX A – CATEGORIES OF REPAIR WORKS BY URGENCY TYPE (EMERGENCY/URGENT/ROUTINE/LONG-TERM)**

A repair will fall into one of these categories:

- Emergencies
- Urgent repairs
- Routine repairs
- Long-term planned maintenance

### **Emergencies**

Cambridge City Council will deal with these problems within 24 hours:

- Blocked drains caused by blocked manholes – any other blockage will need to wait until the next working day. Unless the drainage is shared, in which case it is Anglian Water's responsibility
- Serious electrical faults or complete power failure
- Faulty smoke alarms, if they were installed by CCC and the Tenant cannot turn them off
- Burst or leaking supply pipes that cannot be contained, major overflows where water is gushing out, and major roof leaks
- A toilet not flushing – if it is the Tenants only toilet
- Broken heating systems – CCC will provide temporary heating within eight hours if needed
- Broken lifts
- Insecure property – such as a front or back door or ground-floor window that won't lock – upper-floor windows are not an emergency
- A stuck exit, such as a fire door in a flat that cannot be opened
- Smashed windows with both panes broken – CCC will board these up temporarily. Broken glass is the Tenant's responsibility, so the Tenant could be charged for this if unable to provide a crime number
- Lost keys, or access to the property – keys are the Tenants responsibility and there will be a charge

Wherever possible CCC will complete emergency repairs within 24 hours. Sometimes CCC will only be able to make the Tenants home safe and then come back later to finish the work - for example if major work is needed or if parts have to be ordered.

In the event of an emergency that is life-threatening or causing major damage to property then CCC will aim to attend immediately.

If CCC think the house is not fit for living in, we will provide temporary housing to the Tenant.

### **Urgent repairs**

CCC will deal with these repairs within three working days after the job is raised as long as the Tenant provides access to the property:

- emergency repairs that CCC have already made safe
- electrical faults where there is no risk of injury
- problems with the hot-water supply
- Leaking waste pipes
- taps that cannot be turned off completely
- minor roof leaks
- faulty entry phones
- broken heating systems (in summer)

### **Routine repairs**

CCC will repair these within 20 working days:

- Fireplaces
- Roofs
- Gutters and drainpipes
- Noisy ball valves in toilets
- Broken vents and airbricks
- Minor re-pointing and rendering
- Sinks, baths, kitchen units and fittings
- Plastering
- Woodwork and minor fencing work

### **Long-term planned maintenance work**

CCC plan to do work that doesn't fit into the other categories as part of long-term programmes, as this is the most efficient way of working. Examples include:

- servicing gas central heating;
- painting the outside of properties;
- repairing fencing;



- replacing kitchen units and bathrooms;
- fitting plastic windows; and
- roofing work.

## APPENDIX B – COUNCIL AND TENANT REPAIR RESPONSIBILITIES

The Council will look after the structure and exterior of the property and any parts, such as walls, which are shared with neighbours. The Council will **NOT** repair alterations or extra items that the Tenant has fitted.

### The Council will be responsible for repairs to the following:

- drains, gutters and outdoor pipe work;
- roofing;
- outside walls and chimneys;
- outside doors and windows;
- outside paintwork;
- steps and paths to the front door and around the tenants home to the back door;
- boundary walls and fences;
- outside sheds and stores which the Council has provided;
- inside walls, ceilings, (but excluding plaster) floors, skirting boards, door frames and kitchen units;
- heating and hot water units;
- electric, gas and water services and fittings, including basins, sinks, baths, toilets, pipe work and wiring;
- shared services such as lifts, rotary dryers, play areas, lighting and shared laundry equipment;
- servicing of the 24 hour telephone response service (the pull cord alarm in sheltered housing);
- breakages to window glass unless caused by a breach of paragraph 11.1 of section 6 of the tenancy agreement.

### The Tenant will be responsible for repairs to the following:

- replacing fuses, plugs and light bulbs;
- decorating the inside of the home;
- sweeping the chimney (if the tenant uses solid fuel);

- repairing any item that the tenant has fitted or was fitted by a past tenant (the council will tell the tenant what fittings they are responsible for when moving in);
- shelves - unless they are part of the structure;
- cleaning waste - water gullies outside the tenants kitchen ;
- repairing tiles around fire surrounds;
- renewing door handles, hinges and latches on inside doors;
- repairing washing lines, posts and rotary dryers (if the tenant lives in a house) ;
- replacing gate fittings (if the tenant lives in a house) ;
- repairs to back garden paths;
- renewing curtain rails (but not if they were provided as part of the original building or if the tenant lives in a sheltered housing scheme) ;
- replacing a broken toilet seat;
- renewing plugs and chains on sinks and baths;
- replacing tap washers; and
- repairing internal plaster.