



# South Derbyshire District Council

## South Derbyshire District Council Rechargeable Repairs Policy

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## 1) Introduction

South Derbyshire District Council is committed to providing a cost effective, efficient repairs and maintenance service whilst meeting all its legal and contractual obligations as a Landlord.

By creating and then updating this policy, we aim to define a clear standard by which staff can identify a rechargeable repair, apply our policy clearly, consistently and fairly with customers and adopt a proactive approach with customers in advising them of their responsibilities as tenants.

## 2) Definition of a Rechargeable Repair

The Council defines a rechargeable repair as a repair for which the cost is to be charged to the tenant. This is when the repair is due to wilful damage, neglect or accident caused by the tenant, by any member of the tenant's household or by visitors to the property

In all cases the tenant will be given the opportunity to rectify the fault/damage. Where the tenant chooses not to or is not in a position to rectify the fault/damage the Council will complete, as a minimum, any repairs considered to be emergency repairs (see section 5.2).

## 3) Objectives

The objectives of the Rechargeable Repairs Policy are:

- To recover the cost of rechargeable repairs from current and former tenants.
- To maximise income by the recovery of debts owed relating to rechargeable repairs and thus demonstrate value for money within the Repairs Service.
- To promote an equitable service by ensuring that tenants who incur charges are held responsible.

## 4) Performance Measures

The following performance indicators will help us monitor this policy:

- The percentage of debt recovered on all rechargeable repairs.
- Regular reporting to Committee and the Senior Management Team on costs versus amount recovered

## 5) The Scope of the Policy

### 5.1 Minimum charge

The costs recharged will be the actual cost and not the SOR (Schedule of Rates) costs, which is used in all standard repairs. The minimum amount recharged will be £75.00. All repairs exceeding a value of £75.00 will be subject to an administration fee of 15% and VAT at the current rate where applicable. This is accordance with the Council's Financial Regulations.

### 5.2 Extensive damage

Where the damage is considered to be extensive the Council reserves the right to only complete emergency repairs. These are defined as repairs where there is an immediate risk:

- a) to life and limb
- b) of serious damage to the property
- c) to the security of the property
- d) of severe inconvenience to the tenant e.g. no heating in the winter

Such cases will be considered on a case by case basis and the final decision will be made by the Repairs & Improvement Manager.

### 5.3 Repeated damage

Where the damaged caused is repeated the Council reserves the right to only complete emergency repairs. These are defined as repairs where there is an immediate risk:

- a) to life and limb
- b) of serious damage to the property
- c) to the security of the property
- d) of severe inconvenience to the tenant e.g. no heating in the winter

Such cases will be considered on a case by case basis and the final decision will be made by the Repairs & Improvement Manager.

The Tenancy Agreement states

#### *12. Damage to the property*

*a) You must carry out repairs or replacements, to our reasonable satisfaction, needed because of any damage to the property (other than fair wear and tear). This applies whoever causes the damage, unless the Police are pursuing the matter as criminal damage.*

Where a tenant repeatedly causes damage, or allows damage to be caused, enforcement action would be considered. This could result in the demotion of the tenancy or eviction in serious cases.

### 5.4 Rechargeable Repairs Categories

#### • Tenants Obligations.

Under the terms and conditions of the Tenancy Agreement (page 8 section 13 (c)) the tenant is responsible for certain items of repair. If the tenant fails to carry out one of these repairs, a recharge will apply although the tenant should first be given the opportunity to rectify the situation.

#### • Unauthorised Alterations

Under Section 97 of the Housing Act 1985 (as amended), tenants must seek the Landlord's Consent before undertaking any alterations to the property. Specifically the Act states

*"it is the term of every secure tenancy that the tenant will not make any improvement without the written consent of the landlord"*

SDDC may attach reasonable conditions before granting permission. Where tenants have carried out unauthorised alterations and unless there is an immediate Health and Safety Risk, they should be given 28 days to rectify the faults or reinstate to its original condition.

A tenant can apply for retrospective authorisation, which will normally be granted providing the work complies with any regulatory requirements and has been carried out by a competent tradesperson. Where SDDC has granted permission for alterations and these have not been carried out to a satisfactory standard or the alteration detracts from the value or amenity of the property, it will reserve the right to make good the work or reinstate the property to its previous condition and recharge the tenant accordingly.

#### • Deliberate damage or damage due to neglect

Where damage has occurred as a result of deliberate abuse or wilful negligence by the tenant, their family or visitors, the necessary repair work will be rechargeable (Tenancy Agreement Page 7 section 12). If the tenant wishes to undertake the remedial work themselves, they will be given 28 days to do so.

SDDC will inspect any work carried out by the tenant to ensure it complies with our current standards. Where it fails to meet our current guidelines then SDDC reserves the right to recharge for any remedial work required.

#### • **Void Properties, Transfers & Mutual Exchanges**

Where unauthorised alterations or damage is identified during the inspection process, the outgoing tenant will be advised of the cost of reinstatement.

In the case of former tenants, the Business Support Team will pursue the former tenant for any outstanding amount relating to the repairs carried out by the Council. Failure to repay any outstanding monies will result in the recharge costs remaining on file and should the tenant subsequently apply for a further tenancy, this must be repaid prior to being accepted for housing, except where they are Statute Barred. The exception to this would be cases where the Council has accepted a Statutory Duty to a Homeless applicant.

In the case of Transfers the tenant should be given the opportunity to rectify the faults or pay the costs of the remedial works. Should the outgoing tenant not rectify the faults prior to transferring, the Council will pursue this through the former tenant debt process, even though the tenant may have a new tenancy with SDDC.

In the case of Mutual Exchanges the tenant should be given the opportunity to rectify the faults or pay the costs of the remedial works. The Mutual Exchange cannot be refused solely because there is damage to the property, unless there is a current valid Notice of Seeking Possession. The Council would complete any repairs considered to be an emergency (see section 5.2) and these would be recharged to the outgoing tenant. All other works would be the responsibility of the incoming tenant, as the tenancy is assigned to the incoming tenant.

In the case of void properties, if the outgoing tenant has carried out improvements/alterations, with the correct permissions and in the opinion of the Property Inspector they are of a good quality, it should be agreed in advance with the Property Inspector that they remain for the new tenant. When deciding what is "good quality" the Property Inspector will have regard to the condition of the item(s), if they pose any safety risks and if they are an item for which the Council would be satisfied to accept liability for the maintenance of. The property will be offered and let with the alterations as "standard" and SDDC will therefore accept liability for the maintenance and replacement of the items.

If the outgoing tenant wishes to leave flooring and this is in a good condition this should be agreed in advance with the Property Inspector. Should the incoming tenant not want the flooring it will be removed at no costs to either tenant.

#### • **Accidental Damage**

Where accidental damage has occurred we will take into account the extent of the damage caused versus the lifespan of the item before reaching a decision on whether to recharge. If the item is due to be replaced as part of the current year's improvement programme the costs will not be recharged. If the item is not due to be replaced in the current year's improvement programme, the cost of replacement or repair will be recharged to the tenant.

#### **Criminal Damage**

Where criminal damage is caused to the property, fencing or any other structure which is owned by SDDC (sheds, garages etc) and it is not caused by the tenant, members of the tenants household or visitors of the tenant:

The tenants must

- i) Report the incident to the police and obtain an Incident Number or Crime Number
- ii) Report the repair to SDDC, quoting the above Number.

SDDC Repairs Team will:

- i) Raise the repair request in the normal way;
- ii) Advise the tenant that the Housing Officer and Police Community Support Officer (PCSO) will visit within 7-10 working Days. The purpose of the joint visit is to offer some reassurance to the tenant and local community. PCSO will complete door to door enquires to establish if this was an isolated incident.
- iii) Email the relevant Housing Officer on the day the repair is reported with the following details: Name; address; repair ordered; criminal damage reported and the incident/crime number

SDDC Housing Officer will

- i) Contact the Neighbourhood Sergeant to arrange a joint visit with the PCSO.
- ii) Carry out a joint visit within 10 days.

If the criminal damage is not reported and an incident/crime number is not obtained the cost of the repairing the damage will be recharged to the tenant.

• **Damage caused by the Police following a lawful raid at the property**

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. In all other cases the repairs team will liaise with the local police for reimbursement of costs.

• **Misuse of the Repairs Service**

Where tenants misuse the Out of Hours Service, the tenant will be recharged the call out fee. Misuse is defined as deliberately reporting repairs to the Out of Hours Service in order to bypass the day to day repairs reporting service.

## 6) Vulnerable Tenants

If the Repairs Liaison Officer, Housing Officer or Careline Support Officer is unsure at any time as to whether a recharge should be made through issues such as Domestic Violence, vulnerabilities including mental health issues or our elderly customers then this should be referred in the first instance to the Housing Operations Manager who will consider whether the costs should be recharged; each case will be considered individually on a case by case basis.

If the repair is an emergency repair as defined in section 5.2 the repair should not be delayed to resolve any issues surrounding a repayment plan, however the customer will be informed of a pending decision that will be made.

## 7) Assessment of Rechargeable Repairs

All requests for a repair that are defined as a rechargeable in section 2 will be discussed with the tenant at the initial point of contact.

An acknowledgement letter with the estimated costs will be sent to the customer which they must sign and return prior to works being completed (unless other arrangements have been made with a member of Senior Management Team) and upon completion of the repair, the tenant will be invoiced with the final amount.

## **8) Repayment Arrangements**

Upon completion of the repair, tenants will be invoiced the actual costs of rectifying the faults or damage plus an administrative fee plus VAT (See section 5.1 for minimum charges). The tenant will be initially advised of the requirement to repay the outstanding debt with the option to discuss the matter under a payment plan agreement with the Debt Recovery Team. Payment will be pursued in accordance with SDDC debt recovery procedures, including use of a third party debt collection agency.

## **9) Complaints**

All complaints in relation to the raising and or pursuance of Rechargeable Repairs should be dealt with in the first instance via the Senior Business Support Officer. If the customer is still not satisfied with the response, they should be advised to complete a 'Making a Complaint about Council Services' form, available from the South Derbyshire District Council offices. The Council's Corporate Complaints Officer will independently investigate the complaint.

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