



RECHARGEABLE REPAIRS POLICY

This Policy provides details of when South Kesteven District Council will recharge a tenant to recover the cost of repairing fixtures or fittings to a property in its ownership

RECHARGEABLE REPAIRS POLICY



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1 Introduction

- 1.1 The purpose of the rechargeable repairs policy is to ensure that tenants accept liability for the repair of items which have been caused by wilful damage or by carelessness/negligence by the tenant or his/her family or visitors to the home. The recharge will include reinstatement work made necessary by unsatisfactory tenant improvements and the clearance of rubbish left in the property including untidy gardens but excludes occasional accidental damage or fair wear and tear.
- 1.2 The intention of this policy is to adhere to our repairs obligations - whilst maximising the recovery of costs for rechargeable works - from our tenants and to ensure that tenants are made responsible for their actions whilst not causing undue financial hardship.
- 1.3 This policy applies to all current SKDC tenants and any previous tenants who are liable for repair works including rubbish removal resulting from their previous tenancy.
- 1.4 The rechargeable repairs policy will ensure that all tenants have information relating to situations in which they will be required to pay for repairs and how this will be enforced.
- 1.5 Tenants shall be given the opportunity to rectify any works themselves to SKDC approved standards. No rechargeable repairs except for emergency repairs or health and safety risks will be carried out unless all costs have been paid in full.
- 1.6 The tenant is responsible for the repair of any rechargeable emergency or health and safety risks works. If the tenant wants SKDC to carry out such work the repair will be made safe or repaired at the first visit. No further work will be carried out until all costs have been paid in full.

2 Policy Statement

2.1 South Kesteven District Council is committed to providing an effective property maintenance service and to fulfil its repairing obligations, ensuring that tenants are encouraged to take responsibility for the maintenance and cleanliness of their homes in accordance with their responsibilities under their Tenancy Agreement.

2.2 SKDC requires that tenants should pay for repairs to their home if damage has been caused by either a deliberate act or negligence where the damage has been caused by the tenant, his/her family or visitors to the home. This will include reinstatement work made necessary by unsatisfactory tenant improvements and rubbish left at the property but will exclude fair wear and tear.

2.3 Where damage has been caused as the result of a deliberate act, proceedings for Criminal Damage and/or action against the tenant may be taken.

2.4 Where damage has been caused by a Third Party outside the tenant's household, family or visitors and the Police have been informed and a crime number issued, the tenant may not be recharged. However, SKDC reserve the right to investigate such circumstances and may impose a recharge if it considers it reasonable to do so.

2.5 If the third party is identified, action for Criminal Damage may be taken.

In implementing this Policy, SKDC staff will have due regard to the requirements of its Customer Care and Equal Opportunities Policies. In particular where the cause of a repair required which could be linked to the illness/disability of the tenant or his/her family or visitors then the repair will be undertaken and no recharge will be required.

2.6 We will take strong action against tenants who cause wilful damage to or neglect to council property. The items set out below do not constitute a definitive list but are examples of items/repairs that the tenant will be expected to either carry out themselves or have to pay to have them carried out to a standard acceptable by SKDC to ensure that the property remains at an acceptable standard. Out of hours emergency attendance will also incur additional costs.

- Boarding up broken windows
- Re-glazing windows
- Internal doors / external doors (damaged or missing)
- Forced entry as a result of the lawful execution of a warrant by the Police and/or other authorised body

- Removal of graffiti
- Forced entry because of lost/forgotten keys
- Replacement locks because of lost keys/forgotten keys
- Re-instate electrics due to fault on tenants own appliance
- Fault on tenant's own electrical fitting
- Any costs incurred due to having insufficient credit on either gas or electric meters
- Turn on and test gas supply due to insufficient credit on the meter
- Supplying/fitting or repairing additional locks (to include suited locks)
- Alterations that have not had permission and have to be replaced/repared because they are unsafe and/or unsuitable
- Removal of rubbish that has been left in either the property or garden
- Clearing gardens at any time during the tenancy or at the point the tenancy ends
- Abuse of the emergency call out service (e.g. when the repair required is not really an emergency but has been reported as such)
- Any court costs incurred as a result of breach of tenancy conditions (e.g. as a result of incidents of antisocial behaviour in or gaining access to properties to carry out a gas service)
- Repair due to unauthorised DIY (e.g. wall removal, non standard internal doors, non standard electrical fittings , damage to pipe work, ceilings and walls)
- Making good fencing (unless SKDC has assessed there is a health and safety risk)

3 Policy Implementation

- 3.1 SKDC Conditions of Tenancy detail landlord and tenant responsibilities and obligations with regard to repair and maintenance of its housing stock.
- 3.2 SKDC staff will ensure that tenants are made aware of their responsibilities in relation to the maintenance of their home when signing their Tenancy Agreement.
- 3.3 Tenants will be given the opportunity to rectify any works themselves to SKDC approved standards.
- 3.4 If the tenant wants SKDC to carry out any rechargeable works they will agree in writing to pay the full costs of the repair.
- 3.5 SKDC will identify any rechargeable repairs following an inspection or request for repairs to the property.
- 3.6 Replacement of damaged fixtures and fittings should be on a like for like basis or the appropriate standard in place at the time. However, should SKDC decide to upgrade to a higher specification where improvement works are programmed to take place in the current or following financial year, the amount recharged will be for the cost of a standard 'like for like' replacement.
- 3.7 Where applicable, the tenant should sign a declaration accepting liability for the work and agreement to pay. Tenants will not be recharged where it is established they are not liable.
- 3.8 Emergency or urgent repairs will not be delayed whilst liability is being established and will be made safe within appropriate timescales.
- 3.9 When a repair is identified as potentially rechargeable, the tenant will be given a verbal explanation of why.
- 4.0 Where the tenant seeks consent to carry out the work themselves work should be completed within a timescale agreed with SKDC. A quality check may be carried out of these repairs by SKDC.
- 4.1 If the repair is deemed to be an emergency or urgent and is a threat to the health and safety of the tenant or others, or is likely to cause further damage to the property or adjoining properties, then the tenant may not be given an opportunity to carry out the work themselves. On occasions where a tenant will be permitted to carry out the work, they should immediately make safe and undertake repair/replacement works within SKDC repair timescales or any shorter period which SKDC may specify. Failure to do so may result in SKDC undertaking the repair and recharging the tenant accordingly or taking appropriate action for breach of tenancy.

- 4.2 SKDC officers have the discretion to negotiate payment terms in cases of severe hardship, where the tenant cannot pay the total amount at one time. The rechargeable work will only be arranged once full payment has been received other than for emergencies and where there is a health and safety risk identified.
- 4.3 Tenants are advised to take out their own Home and Contents Insurance Policy which we promote through a third party provider.
- 4.4 Where tenants are moving property, we will identify rechargeable repairs at the pre-void inspection and arrangement will be made for any repairs to be carried out by the tenant prior to termination. Any rechargeable repairs outstanding once the property is vacated will be repaired by SKDC and charged to the outgoing tenant. This will also include costs of clearing out and cleaning properties and gardens on termination of tenancy.
- 4.5 If the tenant is carrying out a mutual exchange, SKDC will identify any rechargeable repairs prior to the exchange in agreement with both exchanging tenants. Any rechargeable repairs found in a property following a mutual exchange will be the responsibility of the incoming tenant and will not be the responsibility of SKDC to repair.
- 4.6 If a tenant or a member of their household, or a visitor causes damage, this is a breach of tenancy and the Council may take further legal steps such as seeking an injunction, possession proceedings and/or recovery action. Examples of this may be:
- Where actions by a tenant pose a risk to people or property – for example unauthorised alterations to the gas or mains electrical supply
 - Where damage is wilful and extensive
 - Where there has been a history of neglect over a period of time
- 4.7 If a tenant is not satisfied with any response or service they receive concerning a rechargeable repair, they should contact either repairs or estate management on 01476 40 60 80. If this does not resolve the issues, they should follow the SKDC Complaints Procedure