

# RECHARGEABLE WORKS POLICY AND SCHEDULE OF RECHARGEABLE WORKS

## 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.
- 1.2 It is estimated that around £250,000 per year is spent on repairing damage caused by tenants. The cost of clearing empty properties of possessions left by outgoing tenants is currently over £100,000 and is paid for out of the repairs and maintenance budget. This is money that cannot be spent on improving council homes in the city.
- 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.
- 1.4 The list of repairs that the tenant is responsible for are laid out in the Tenancy Agreement.

- 1.5 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.
- 1.6 Full details relating to consensual and non-consensual alterations or improvements are laid out in the Tenants and Leaseholder's Alterations and Improvements Policy.
- 1.7 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 voids
  - Where savings can be made, use these for further improvement work.
- 1.8 The Rechargeable Works Schedule outlines the costs the tenant will pay for repairs that are not the responsibility of the Council, the costs for repairs to make good on damage to Council property and the costs for services that will be provided by the Council on request, or where the tenant has failed to return the property to the original state (alterations or unauthorised access), for example. This list is not exhaustive, and any other charges identified as needing to be paid will be levied in line with the Council's agreed pricing structure.

## **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.

### **3.0 PROCEDURE**

- 3.1 Tenants will be recharged for works either when they leave their home or when work has been carried out by the City Council during their tenancy for which the tenant is responsible. 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 inspection, and final costs for the work will be confirmed with the tenant as soon as possible.
- 3.2 Tenants will be sent an invoice after they move or within one month of rechargeable repairs being carried out and they will be expected to pay within 14 days, 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 Tenants will be encouraged to complete the work themselves to avoid a recharge. If 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 PREVENTION**

- 4.1 Tenants will be given advice at the start of their tenancy, and, if applicable, at the pre-transfer visit ('Plus' visit), on the rechargeable repairs policy and that they will be charged for any works deemed necessary during their tenancy or when they move out.
- 4.2 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).

- 4.2 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.
- 4.3 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.
- 4.4 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.
- 4.5 The Schedule of re-chargeable works will be reviewed annually, using the City Council's agreed pricing structure to ensure fairness and transparency for tenants.

Policy written: October 2018

To be reviewed by: September 2020

**APPENDIX A - RECHARGEABLE WORKS SCHEDULE****Re-Chargeable Works****Work and prices to re-charge tenants**

NAME	
ADDRESS	

	Items of Work	Maximum Amount (£)	Unit	'Plus' visit	Actual Cost (£)
1.	Repair/replace internal door	170.00	Each	<input type="checkbox"/>	
2.	Replace door handles	15.00	Each	<input type="checkbox"/>	
3.	Repair/replace shed door	110.00	Each	<input type="checkbox"/>	
4.	Repair/replace external PVCU door	600.00	Each	<input type="checkbox"/>	
5.	Repair/replace garage door	600.00	Each	<input type="checkbox"/>	
6.	Repair/replace window	260.00	Each	<input type="checkbox"/>	
7.	Repair door frames	30.00	Each	<input type="checkbox"/>	
8.	Skirting	65.00	Per Room	<input type="checkbox"/>	
9.	Handrail to stair	200.00	Complete handrail	<input type="checkbox"/>	
10.	Balusters	10.00	Each	<input type="checkbox"/>	
11.	Re-glaze window	40.00	Each Pane	<input type="checkbox"/>	
12.	Gas repair/replacement	60.00	Each Tenant alteration	<input type="checkbox"/>	
13.	Electrical repair/replacement	60.00	Each Tenant alteration	<input type="checkbox"/>	
14.	Remove carpet/vinyl/laminate floors	50.00	Per Room	<input type="checkbox"/>	
15.	Property clean	100.00	Per Hour	<input type="checkbox"/>	
16.	Property clear and dispose	350.00	Per Property	<input type="checkbox"/>	
17.	Furniture clear and dispose	25.00	Per Item	<input type="checkbox"/>	
18.	Loft clear	250.00	Per Loft space	<input type="checkbox"/>	
19.	Contaminated bin collection	25.00	Per Bin	<input type="checkbox"/>	

	<b>Items of Work</b>	<b>Maximum Amount(£)</b>	<b>Unit</b>	<b>'Plus' visit</b>	<b>Actual Cost(£)</b>
20.	Garden clear front and rear	300.00	Per Garden/patio	<input type="checkbox"/>	
21.	Clear dog fouling and disinfect	500.00	Per Garden/patio	<input type="checkbox"/>	
22.	Shed/ Outbuilding clear	150.00	Each	<input type="checkbox"/>	
23.	Shed/ Greenhouse removal	100.00	Each	<input type="checkbox"/>	
24.	Pond Infill	100.00	Each	<input type="checkbox"/>	
25.	Charge following a break-in to carry out a gas service	100.00	Per Property	<input type="checkbox"/>	
26.	Mutual Exchanges – Property Survey <i>(where the application is subsequently declined by the Council due to failure by the tenant to rectify unauthorised alterations to the required standard)</i>	75.00	Per Survey	<input type="checkbox"/>	
27.	Mutual Exchanges – Electrical Safety testing and production of certificate	£101	Per Property	<input type="checkbox"/>	
28.	Mutual Exchanges – any electrical work required following testing	P.O.A	Per hour/per item	<input type="checkbox"/>	
29.	Blocking unauthorised access across council-owned land	500.00	Per Property	<input type="checkbox"/>	
30.	Removal and storage of Possessions (a day rate will be weekly rent divided by 7)	Weekly rent	Per Week	<input type="checkbox"/>	
31.	Decorating – to make good (Temporary Housing)	43.00	Per Hour	<input type="checkbox"/>	
32.	Internal plaster work	43.00	Per Hour	<input type="checkbox"/>	
33.	Lock change	180.00	Each	<input type="checkbox"/>	
34.	Key Fobs	45.00	Each	<input type="checkbox"/>	
35.	Microwave (Temporary Housing)	60.00	Each	<input type="checkbox"/>	
36.	Cooker (Temporary Housing)	120.00	Each	<input type="checkbox"/>	
37.	Fridge replacement (Temporary Housing)	125.00	Each	<input type="checkbox"/>	
38.	Mattress replacement (Temporary Housing)	75.00	Each	<input type="checkbox"/>	
39.	Intercom (Temporary Housing)	250.00	Each	<input type="checkbox"/>	
40.	Pull-cord system (community alarm customers only)	56.00	Each	<input type="checkbox"/>	
41.	Any other damage <i>(please contact the Customer Service Centre for info)</i>	P.O.A.	Per Hour	<input type="checkbox"/>	

Notes

**NB:**

1. *Where applicable, the charges listed include labour costs.*
2. *Where scaffolding is required to complete the rechargeable repair work, the cost will be added to the total cost of the repair*

Signatures of outgoing tenant(s)

\_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Date: \_\_\_\_\_