



Tendring
District Council

RECHARGEABLE WORKS POLICY FOR COUNCIL TENANTS AND LEASEHOLDERS

DECEMBER 2023



Introduction

Tendring District Council is committed to providing a responsive and effective housing repairs and maintenance service as a means of ensuring high levels of tenant satisfaction and also protecting the value of its housing stock.

The Council has an obligation to carry out the majority of repairs that are needed in its properties, at no cost to the tenant, and this normally refers to when fixtures or fittings have worn out or come to the end of their natural life. Please refer to The Repairs Policy for further information.

Although the majority of Council tenants keep their homes in good condition, there are some tenants who cause damage either deliberately, through neglect or misuse, and occasionally when things go wrong, resulting in repairs being required which would otherwise be the responsibility of the tenant. Where such jobs are required, the cost of these may be charged to the tenant. These are known as rechargeable repairs.

The Council will carry out these repairs to prevent our property deteriorating further and may take action to recover our costs. This ensures that tenants who look after their homes are not required to share the cost of repairs for those who do not. Failure to recharge for these works would deprive the Council of much needed income and increase the cost of service and rental levels for all our tenants.

This Policy sets out the items that existing and former tenants, leaseholders and those who have received other financial assistance may be charged for, and the process of recharging.

This policy also applies to the recovery of the council's costs for clearing tenants' redundant possessions when a property is vacated and any work carried out by the Council, or its contractors, to repair or maintain the property that would normally be the responsibility of the tenant or Leaseholder.

The term tenant applies to existing and current tenants, as well as leaseholders.

Purpose of the policy

The purpose of this policy is to:

- ☐ Clarify the definition of rechargeable repairs and the circumstances where repairs will be recharged;
- ☐ Improve the recovery of costs associated with rechargeable repairs;
- ☐ Deter misuse or neglect of Council property by tenants and leaseholders;

- ☐ Provide guidance to staff to ensure consistency is applied in the approach to these repairs and the circumstances where discretion may be exercised;
- ☐ Outline the process for charging tenants for the cost of repairs;
- ☐ Inform tenants how to request a review or to challenge the recharge;
- ☐ To show how rechargeable repairs will be monitored in order to maintain equality and to seek continuous improvement;
- ☐ To contribute to the efficient maintenance of the Council's housing stock and to ensure that properties and expenditure are managed effectively; and
- ☐ To efficiently and cost effectively manage tenancies by emphasising both the rights and responsibilities of tenants and to encourage positive tenant behaviour

By identifying and recovering these costs, the Council will be able to reinvest the money received to help improve both its services and its properties which will ultimately benefit tenants and leaseholders.

Scope of policy

This policy refers to individual properties, as well as communal areas, leasehold properties and garages and covers the following circumstances:

- ☐ The repair is the responsibility of the tenant.
- ☐ If damage is due to the wilful damage, neglect, misuse or abuse by the tenant, family member or visitors to the property.
- ☐ The repair is required when a tenant moves out of the property to bring it up to an acceptable standard before re-letting.
- ☐ The work involves clearing and cleaning properties during a tenancy or after eviction, abandonment or vacation.
- ☐ Clearing overgrown gardens.
- ☐ Non-standard, unapproved tenant alterations and additions requiring works to remove or put right poor workmanship.

Legal and regulatory context

Housing Act 1985

The Act introduced the secure tenancy regime for social housing tenants and defined how secure tenancies can be let, managed and terminated, including prescribed forms and grounds for possession.

Landlord and Tenant Act 1985

This Act outlines various rights and responsibilities of both landlords and tenants, including repair responsibilities. It also sets out statutory consultation requirements for leaseholders in relation to various repair and maintenance items.

Decent Homes Standard

Introduced in 2000, this implemented a minimum standard that all public sector housing had to meet and was subsequently updated in 2006 to take account of the Housing Act 2004.

Housing and Regeneration Act 2008

This Act sets out the objectives of the Regulator of Social Housing and its role in relation to economic regulation and the setting and monitoring of consumer standards.

The Equality Act 2010

The Act prohibits discrimination, harassment or victimisation based on protected characteristics of age, disability, gender, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sexual orientation.

Anti-Social Behaviour, Crime and Policing Act 2014

The Act introduced new grounds for possession for secure tenancies, including mandatory anti-social behaviour grounds for possession

The Council's tenancy agreements

The policy is under-pinned by the Council's Introductory and Secure Tenancy Agreement and its Non Secure Temporary Tenancy Agreement, both of which set out the rights and responsibilities of both the Council and its tenants, in relation to repairs and maintenance and other potentially rechargeable items. These are legally binding agreements which enable the Council to recover costs owed as a result of the agreement being breached.

The Council's responsibilities

In accordance with its tenancy agreements, the Council must:

- ☐ Keep the structure and outside of the property in good repair
- ☐ Keep all installations for supplying gas, water, electricity and sanitation facilities in good repair and working order, where we installed these
- ☐ Keep all shared areas, items and services that are our responsibility in repair. This includes communal entrance doors, staircases, door entry systems and any lifts
- ☐ Decorate the outside of the property, as well as any inside shared areas as often as is necessary to keep them in good condition.

The tenant's responsibilities

Some repairs are a tenant's responsibility. For example, tenants must keep the inside and outside of their home as well as gardens, trees, hedges, garage, sheds and any outbuildings in a reasonable condition. Tenants are also responsible for decorating the inside of their property.

Example of the repairs that tenants would be expected to arrange or undertake include, but are not limited to, the following:

- ☐ Fitting/replacing door bells.
- ☐ Renewal or repair of door handles, cupboard catches and hinges (not normal wear and tear)
- ☐ Laminate floor repairs to include reinstatement after essential repairs have been carried out.
- ☐ Putting up curtain rails (but not battens).
- ☐ Easing and refitting doors after carpets have been laid.
- ☐ Replacement of toilet seats.
- ☐ Clearing minor blockages to sinks, baths and wash-hand basins caused by tenants, their family or visitors, even if it is accidental.
- ☐ Servicing of tenants own appliances and any associated flues, pipework etc. relating to the appliance.
- ☐ Replacing domestic fuses.
- ☐ TV aerials (unless provided by the Council).

- ☐ Washing lines – except for communal areas and sheltered schemes.
- ☐ Garden landscaping works.
- ☐ Clearing leaves from external gullies or grids.

When a new tenant signs their Tenancy Agreement they are advised in writing of their obligations in regards to repairs and maintenance, and rechargeable works.

It is the tenant's responsibility to ensure they either have adequate contents insurance provision or enough money to cover any losses, repairs or the replacement of any items that are their responsibility, including furniture and belongings. As your landlord, the Council are only responsible for insuring the structure and exterior of the property.

Definition of rechargeable repairs

A repair that is the result of neglect, unauthorised works or damage caused, either negligently or intentionally, by a tenant or a third party'

The following provides guidance on which items may be recharged to a tenant:

- ☐ Repairs needed because of damage or loss caused by the tenant (accidental or intentional) to any part of the structure or fabric of the building that extends beyond normal wear and tear. This means any internal or external component part that forms the constitution or framework of the building.
- ☐ Repairs required due to a tenant's neglect or misuse.
- ☐ Repairs undertaken in an emergency on behalf of the tenant, for example lock replacement due to lost or misplaced keys.
- ☐ Repairs carried out by the Council which are the responsibility of the tenant. This will apply in circumstances such as where there are health and safety concerns and to prevent further damage.
- ☐ If alterations are made to the property without permission, or are not carried out to a reasonable standard, and the Council is required to reverse the alteration and make good the condition of the property to its previous state, or to bring the alteration up to an acceptable standard.
- ☐ Cost of safety checks required following alterations or improvements carried out to the property by the tenant, or remedial works required due to the actions of a contractor employed by the tenant.
- ☐ If responsibility for clearing a property of possessions due to bereavement falls to the Council, the costs of this may be charged to the Deceased's Estate.

- ☐ The cost to clear out empty homes, including any waste, or redundant tenant's possessions that may be left in the home, roof space, or any outbuildings and garden.
- ☐ Repairs to empty properties that are necessary because of damage, neglect or poor workmanship by the former tenant, or person(s) on their behalf, or where non-standard alterations have been carried out.
- ☐ The costs of replacing any items that are found to be missing, or damaged, once a property is empty.
- ☐ Any costs incurred from carrying out work associated with fumigation/disinfestations of a property whilst the property is empty or tenanted.
- ☐ Any costs to restore gardens to an acceptable and manageable condition where the tenant has refused or failed to maintain their garden.
- ☐ Clearance of blocked drains that are inside of the property boundary and the cause of the blockage has been established as being through the negligence of the tenant (e.g. cooking fat down the sink, baby nappies and/or baby wipes flushed down the toilet etc).
- ☐ If a tenant fails to keep an appointment time that has been agreed with the Council, without prior notification, the cost of the call-out or visit will be re-charged, unless there are extenuating circumstances.
- ☐ Where an emergency call is made to report a repair out of hours, the Council will inform the resident that they may be recharged the cost of the call out if, on inspection, the call out is inappropriate.

Examples of an inappropriate call out include:

- ☐ No emergency work is needed;
- ☐ The emergency was reported during the day but the resident failed to provide access and has reported the emergency again out of hours; and the repair has already been reported and logged and the resident has been informed that it is not an emergency; or
- ☐ No credit on gas or electric meter.
- ☐ Costs associated with clearing of hoards.
- ☐ Court costs incurred as a result of a breach of tenancy conditions, for example incidents of anti-social behaviour, or in gaining access for legitimate reasons, for example to carry out the annual gas service.
- ☐ Costs associated with forced entry, and associated damage, where no keys have been returned for a property, garage or other outbuilding, by the tenant.

- ☐ Cost of contractor visits for inspection, or repair of gas and electrical fittings due to a lack of power caused by the tenant not crediting a card/ key meter or having no supply because of non-payment to a utility company.
- ☐ Cost of works carried out to freehold properties where there is a shared maintenance responsibility. This would include repairs to any part of a structure or a fixture that is shared with an adjoining council property such as chimney stacks, shared paths and fences, and where the conveyance states that the owner occupier has an obligation to meet the shared costs.
- ☐ Following consultation, a contribution will be sought to the costs incurred in accordance with the Commonhold and Leasehold Reform Act 2002 for works carried out on leasehold properties where the Council, as the freeholder, is responsible for upkeep and repairs. These often include maintenance to the building's façade and structure, and shared services where the lease is located.
- ☐ Cost of works carried out in default to former council flats sold under the Right to Buy or to Do It Yourself Shared Ownership or Shared Equity properties where these are the leaseholder's responsibility but the leaseholder has failed to complete works following the service of notice by the Council and provision for this is included in the lease agreement.

Whenever possible, tenants should be given the option to repair any damage themselves at which point they will be advised by the Council of the acceptable standards required. If they take up the option, a reasonable timescale will be agreed, in writing, by which time the work should be completed.

Where a tenant has opted to repair any damage themselves, rather than the council carrying out this work, a post inspection of the work will be carried out by a council surveyor. This is to ensure works are completed to the required standards and, if not, the council will bring the repairs up to the required standard and the tenant will be charged for this.

However, it will not be possible to give the tenant the opportunity to do any such work if it is a threat to health and safety (of the tenant and/or other people).

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Items that will not be recharged

Tenants will not be recharged if any of the following circumstances apply:

- ☐ Where a tenant leaves carpets, laminate, or other flooring, in a property, after they have vacated it, where prior approval has been given by a Council representative.
- ☐ Where a tenant leaves an authorised alteration, or addition to the property, where prior approval has been given by a Council representative.
- ☐ Where damage has been caused by a third party, who is not a member of the Household, or a visitor, the tenant will not be charged for the cost of the repair

provided they have reported the incident to the Police and obtained a crime reference number.

- ☐ Where damage has been caused in the course of a violent incident towards the Tenant, or a member of their household, and the incident has been reported to the Police and a crime reference number obtained.
- ☐ Gaining access to properties and lock changes when the tenant has been the victim of a crime, inside or outside the home, and the incident has been reported to the police and a crime reference number obtained.
- ☐ Where a tenants disability is the reason why a repair is required. For example the refitting of an internal door which was removed to make it easier for a wheelchair user to get around the home (provided the door is available to reinstate).
- ☐ In certain circumstances, where damage has been caused to a property accidentally and all the evidence supports this, a recharge may not be sought.

Identifying rechargeable items

Rechargeable items, to which this policy applies will be identified through a number of different means and include the following:

- ☐ When a customer reports a repair by telephone, email, writing, or direct to a member of staff, or via the Customer Support team.
- ☐ When a contractor goes to a property to complete a repair or during cyclical maintenance.
- ☐ When a Council representative visits a property to undertake an inspection or to meet with a tenant.
- ☐ When a Council representative undertakes a void (empty home) inspection.

Responsive Repairs

When it is established that the repair is the responsibility of the tenant they will be advised of the estimated cost. If a repair does not fall into the emergency repair category, the tenant will be advised of the likely costs to give them the opportunity of completing the repair themselves, or employing their own contractor to do so.

Chargeable repairs are based on current schedule of rates repairs costs and will cover materials, labour and administration.

In the event the tenant refuses to accept financial responsibility for repayment, the work will not be carried out, unless further damage would result if left in its present state, or there are security or health and safety implications. Any work carried out

under these circumstances will be recharged as normal and recovery action will be undertaken.

In the case of emergency repairs that are rechargeable, or found to be rechargeable, the tenant will be liable for all costs incurred by the Council.

In the case of an emergency repair reported out of hours, which is found to be a non-emergency, the standard callout fee will be recharged.

In the case of an emergency repair reported out of hours, the standard call out fee will be recharged to the tenant if they are not at home, or refuses access, when the tradesman/contractor arrives.

Emergency repairs are those repairs which we would normally issue as a Priority 1 and generally include jobs related to health safety or security. For example non-flushing toilets, where there is only one in the property, no electrics at all, no heating in the winter months, or insecure property/window or external door.

Void Repairs

When a tenant gives notice, or is due to transfer to alternative accommodation, arrangements will be made to undertake a preliminary inspection. The inspection will identify any works which are the responsibility of the tenant, giving them the responsibility of rectifying any repairs prior to the end of their tenancy to avoid any recharges. This will be confirmed in writing as soon as practicable after the inspection to allow sufficient time for the reparative works to be carried out.

Any reparative repairs to tenants' own works required before vacating the property, appropriate certification will be required for any specialist repairs undertaken, such as (but not limited to) electrical, gas or plumbing work, and a copy to be provided to the Council on request.

A further inspection will be undertaken upon receipt of the keys for the property. All work needed to bring the property up to the void standard will be specified by the Council's surveyor during an initial visit once the tenant has returned the keys. This will identify any work that is not considered to be fair wear and tear.

If any problems identified during the initial inspection have not been remedied, prior to the end of the tenancy, or if the work carried out is not to a satisfactory standard, the work will be undertaken by the Council and the former tenant recharged.

Once all work has been completed, an invoice will be submitted by the contractor and details of amounts to be recharged to the tenant will be confirmed.

In the event that rechargeable repairs are identified following the death of a tenant, any applicable charges will be identified and a decision will be taken whether they are to be applied to the deceased's estate and the next of kin to be informed. Please refer to "Use of discretion in exceptional circumstances" section on Page 14.

Improvement/alteration work carried out by the tenant

It is a tenancy and lease condition that permission must be obtained in writing before a tenant or leaseholder commences any improvement. If a tenant or leaseholder carries out an improvement without obtaining written permission, the Council may grant retrospective permission, subject to the tenant or leaseholder making a written application within 28 days of being instructed to do so.

The exception to this general rule will be where it is recognised at the time staff become aware of the work that permission would not be granted. In these cases, the tenant will be required to arrange and meet the costs of reinstating the property to its original condition, within a specified timescale, according to our standards and specifications, and using appropriately qualified contractors.

A tenant who has been refused permission but who proceeds to carry out the work anyway will be required to reinstate the property to its original condition as specified above, and if works have to be carried out by the Council, all costs incurred will be the tenants' responsibility.

A tenant who has been given permission but whose work does not meet our standards or conditions will be required to carry out further work within a specified timescale to meet the necessary standards, failing which the tenant will have to reinstate the property to its original condition.

In the above cases, the Council will give the tenant or leaseholder a reasonable time within which to comply with our instructions. Failure to do so will result in the Council arranging for any work required to be carried out, with the tenant or leaseholder being liable for all the costs incurred by the Council.

In serious cases where we believe the safety and integrity of the structure, and/or the health and safety of the tenant, any household members, visitors, or other members of the public, are at risk, we will arrange as a matter of urgency for appropriate contractors to carry out any work required. The tenant will be liable for all the costs incurred by the Council including those costs incurred in providing emergency accommodation if this is required.

Leaseholders

The same process as followed for charging Tenants will be followed for charging Leaseholders regarding responsive repairs that are deemed rechargeable.

Each Lease Agreement sets out the legal position for both Leaseholder and the Council in terms of their respective repair and maintenance responsibilities for the property, the structure of the building and its communal areas.

Recharging Process

When a tenant reports a repair, a pre-inspection may need to be carried out where there is any doubt about whether or not the repair is chargeable.

If it has been established that the repair is chargeable, the tenant or leaseholder should be informed by the staff member undertaking the inspection:

- ☐ that the repair is rechargeable
- ☐ what the potential costs could be, and
- ☐ that they have the option to organise repair themselves (unless related to gas, electricity or water or there is an urgent health and safety matter).

The staff member will then notify the Senior Finance and Procurement Officer where a recharge is identified, asking for an invoice to be raised and forwarded to the tenant after the repair has been completed. Full details of the rechargeable works undertaken should be clearly shown on the invoice accordingly. This will be sent within 28 days of the repair being completed.

All rechargeable repairs or other works will be charged at cost per item and will include cost of travel to the property, all materials and labour costs.

Where an emergency is reported out of hours that is subsequently found not to be an emergency, the applicable standard call out cost will be recharged. This will also be applicable where a repair cannot be carried out because a previously agreed appointment is not kept and there has been no attempt to rearrange.

An administration fee will be added at a rate of 15% of the cost of the recharge. The minimum administration charge will be fixed at £20.

A variety of payment options will be offered including:

- ☐ Online
- ☐ Automated payments line
- ☐ PayPoint Counter payment
- ☐ Post Office
- ☐ Bank credit transfer

Affordable payment plans will be agreed with the tenant on request. Failure to comply with the payment plan may mean that the outstanding amount would be required to be paid immediately.

Where a rechargeable bill is raised during a tenancy and remains unpaid, despite any recovery action, it will be retained and added to any rechargeable bill on subsequent vacation.

It should be noted that annual service charges payable by Leaseholders or Tenants are invoiced separately to any works which are deemed rechargeable as set out in this Policy. These processes are separately managed in order to avoid any conflict.

Threshold for recharging

There may be some cases where the cost of the repair work is less than the time and cost involved in recharging the tenant for the works and therefore the Council may not recharge the tenant in these circumstances.

Second rechargeable repair

If a tenant has an outstanding debt for a previous repair, or works carried out, subsequent non-essential repairs will not be carried out unless:

- ☐ The outstanding recharge debt has been reduced by at least 50%.
- ☐ The tenant has been adhering to an agreed payment plan for a period of at least 3 months.
- ☐ The tenant makes a payment to reduce the current recharge debt by at least 50%

The identification of a second or any subsequent rechargeable repair will trigger an investigation by the Tenancy Management team to assess whether there is a need to take either enforcement or supportive action.

Recharge debts and non-payment

A tenant's ability to transfer or exchange to alternative accommodation may be affected by identified recharge repairs and/or outstanding recharge repairs debts.

Former tenants may have their rechargeable debts written off the balance sheet, but it will remain visible on council records. Access to housing at a future date will be denied until the debt which remains a debt owing to the council has been repaid in full.

A tenant will also not be able to complete on the purchase of their property under the 'Right to Buy' until all housing debts have been cleared.

The Council may withhold a tenant reference or include the details of the debt when providing a reference to another landlord.

The Council may also refuse to allow non-essential planned maintenance, or improvement works to go ahead where there is any outstanding debt.

If tenants/leaseholders do not pay in full, enter into, or maintain, an agreed repayment plan, legal action may be taken in accordance with the Council's Debt Recovery Procedure (Sundry Debts) which could include referring the matter to a debt collection agency working on the Council's behalf.

Insurance

The Council is only responsible for undertaking any necessary repairs to the building; tenants are therefore strongly advised to take out a comprehensive contents policy to insure their private possessions and belongings.

Use of discretion in exceptional circumstances

The Council may decide not to recharge in certain instances and each case will be assessed on its individual merits. The final decision in respect of the use of discretion will be made by either the Assistant Director of Building and Public Realm or Corporate Director of Operational Services after they have considered all information presented to them by the Building and Maintenance Surveyor requesting that discretion.

In considering when discretion should be exercised and a recharge waived in full or part, account will be taken of:

- ☐ Tenants age
- ☐ Tenants health
- ☐ Any disability issues
- ☐ Domestic abuse
- ☐ Harassment or victimisation
- ☐ Reasons for the repair
- ☐ Tenants ability to carry out the repair
- ☐ History of previous rechargeable repairs
- ☐ Legal action being taken and provision of a crime incident number of log/reference number

The above list gives some examples of the type of circumstances where discretion may be exercised include but this is not exhaustive.

Appeals and disputes

A tenant can request a review of the recharge raised if they have reason to disagree with the decision. This could be because:

- ☐ The reason for the recharge is incorrect
- ☐ They think the cost is incorrect
- ☐ They think that exceptional circumstances have not been taken into account

There are two stages to the review procedure as follows:

Informal review

Depending on how the recharge repair is identified, tenants will be advised on the phone or in person that the repair is classed as rechargeable and that they will be invoiced for the works once this has been completed.

At this time, a covering letter and invoice will be sent to the tenant. If the tenant wishes to dispute the recharge for any of the reasons given above, they should contact the Council by email or in writing within 28 days of receiving the invoice stating the reasons for the review

Formal review

If the tenant is not satisfied with the decision of the informal review, the issue should be dealt with under the Council's Corporate Complaints Policy.

Equality and Diversity

The Council is committed to treating all customers fairly and with respect and professionalism. To this end the Council will ensure that no individual is discriminated against on the grounds of age, disability, gender, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief (including political opinions), sex or sexual orientation and that, in the application of this Recharge Policy, the Council will comply with their duties under the Equality Act 2010 including their public sector equality duty (section 149).

Monitoring

Performance will be measured by recording and monitoring the following:

Amount recharged and income collected.

Number of rechargeable repairs raised and divided between void and response repairs.

Categories of repairs recharged.

Number of complaints received – upheld or partially upheld.

Review of policy

The policy will be reviewed every three years in consultation with tenant representatives, Council staff, other stakeholders and the Portfolio Holder responsible for Housing, unless there are any reasons, such as legislative changes, requiring that it be reviewed earlier.

Action	Date
Annual monitoring report to be provided to Portfolio Holder for Housing and Planning	January 2025
Review of the Policy	December 2026