

Property Services (Housing) Responsive Repairs Policy

1. **Date of Policy:** February 2020
2. **Policy Review Date:** January 2022
3. **Responsibility:** Commercial Manager
4. **Purpose of Policy**

The purpose of this policy is to outline the scope of most common repairs regarding those that are classed as re-chargeable to current and former tenants and licensees. This policy applies to rechargeable items in all tenanted and void properties, this includes repairs that are required in communal and external areas as a result of resident damage as well as tenants of garages.

5. **Aims of the Policy**

The aims of this policy are as follows:

- Promote a responsible attitude by tenants/licensees towards their home and communal areas to ensure they are made responsible for their actions whilst not causing undue financial hardship.
- To give clear guidance on the circumstances where tenants/licensees will be recharged for repairs.
- Ensure rechargeable items are dealt with transparently and efficiently.
- To give clear guidance on the circumstances when and where discretion will be applied.
- To outline the process of recharging for repairs.
- To set out the rationale to the charges that will be applied.
- Contribute to the efficient maintenance of the housing stock.
- Contribute to the effective management of the repairs budget.
- Maximise income by the recovery of debts owed relating to rechargeable items and thus demonstrate value for money.

6. **Policy Details**

Rechargeable repairs are those that are the responsibility of the tenants/licensees not the council. These include, but are not limited to:

- Repairs that are needed because of damage or neglect to the property, any permanent structure within the boundary of the property or any fixtures and fittings by tenants/licensees, a member of their household or any visitor to the property, or pets.
- Repairs carried out that are the responsibility of the tenants/licensees as part of their tenancy agreement such as lock changes/gain entry.
- Recharges will apply for the misuse of the emergency call-out service.
- Damage caused by forced entry.
- Bringing a property up to a lettable standard such as unauthorised tenants/licensee's alterations or when a property becomes void with belongings left and alterations/defects identified.

- If a property is left in unacceptable condition by the outgoing tenant following a mutual exchange, or where conditions for a mutual exchange have not been complied with before the exchange takes place.

All tenants/licensees will be recharged the cost of repairs and/or work carried out by the council for works they are responsible for and will be charged the actual total cost of the repair plus a 5% administration charge.

7. Information for tenants / licensees

When a tenant/licensee requests a repair that is rechargeable, prior to any work commencing, you will be asked to sign an acceptance form that will inform you of the recharge rate. If we must undertake the work without your signature, the charge will still be debited to your rent account for payment.

We will not repair or renew any fixtures or fittings that have been damaged or neglected. If we do carry out work because of this, we will recharge you unless there are exceptional circumstances.

Tenants/licensees are responsible for some repairs which include, but are not limited to:

- lost, stolen or broken keys/door entry fobs (this includes gaining entry),
- decoration and floor coverings (except kitchen and bathroom floor coverings the council have provided),
- light bulbs,
- washing line/posts and rotary driers (except in communal areas),
- toilet seats,
- Plugs and chains to basin, sinks and baths,
- internal door handles

Unless it is an emergency and you cannot be contacted, tenants/licensees must be given the opportunity to carry out the rechargeable repair or remedial work themselves, an inspection will be made to ensure the repair has been carried out satisfactorily.

Examples of rechargeable repairs:

- Wilful damage – replacing smashed doors, DIY.
- Neglect – damage to kitchens and bathrooms, removal of fire doors, frozen/burst pipes, blocked outside sink gulley grates.
- Misuse – damage to walls (such as graffiti), cracked/smashed glazing to windows and doors.
- Accidental damage – cracked sink caused by dropping an item in it.
- Lock changes because of lost/stolen keys, including garages and storage sheds.
- Charges for any damage caused by the police, the council, or its agents if they enter your home under a warrant or other legal powers of entry.
- Unauthorised alterations which have damaged the fabric/structure for the property.
- Misuse of the emergency out of hours system.
- Leaving your property – when a tenant/licensee leaves a property, and the council must bring the property up to an acceptable standard for it to be re-let. This includes storage, removal, and disposal of household contents, including furniture and white goods. Removing rubbish, cleaning, and replacing missing



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fixtures and fittings, rectifying defects caused by unauthorised alterations, removing garden features.

- Any other repairs or responsible items, as defined under the terms of the Tenancy Agreement.

The above list, together with the provided examples is not comprehensive, and each repair will be assessed on a case-by-case basis.

Where a repair is rechargeable the cost will be charged to the tenant/licensee to ensure those who cause damage to properties are held accountable.

Where a tenant/licensee does not pay back the cost of rechargeable repairs or who has substantial rent arrears, the Income team in conjunction with Property Services team may determine that no further rechargeable repairs will be carried out (except for emergencies) until this debt has been paid.

In the case of rechargeable repairs over £300 the Council may ask the tenant/licensee to pay a deposit before the work is carried out).

8. Void Repairs / Transfer / Mutual exchange

When a tenant/licensee gives notice to terminate their tenancy, arrangements will be made for a pre-termination inspection. This inspection will identify as far as practically possible any aspects of disrepair or unauthorised tenant alteration, which are the responsibility of the tenant/licensee. An opportunity will be given to rectify any remedial works prior to the end of the tenancy for which we are not responsible for. If any such defects are not remedied prior to the end of the tenancy, or if the work is not of a satisfactory standard, a recharge may then be raised for the cost of the works.

If the tenant is carrying out a mutual exchange, the council will inspect the property and identify as far as practically possible any rechargeable repairs or unauthorised tenant alteration prior to the exchange. The tenant will be required to carry out any remedial works or ask the council to carry out any rechargeable works in accordance with this policy prior to them moving.

Where the property has been left in an unacceptable condition by the outgoing tenant, we may in certain circumstances, arrange for clearance to take place and will recharge the outgoing tenant.

9. Pre termination inspection for transferring tenants

The Neighbourhood Team will carry out a pre termination inspection as soon as possible after receipt of notice from the tenant. If any rechargeable repairs are identified and the tenant can carry out these works to an acceptable standard, following a post inspection for approval one week before termination, there will be no recharge.

The property should be left in a clean and tidy tenable condition, and this includes the garden area. Photos will be taken of any repair identified at the time of the inspection which have been classed as rechargeable for reference.

10. Recovery of rechargeable repairs

After a rechargeable repair has been carried out, our Income team will add the cost of the repair to the tenants/licensee rent account, in a separate account called a sub-account, and will issue an invoice. If a rent account is in credit, we will seek permission from you to take the payment from the credit on the rent account.

If you pay your rent by direct debit, we will consider amending the direct debit to spread the cost over the remainder of the financial year where you are unable to pay the rechargeable repairs in one instalment.

We may not allow you to carry out a transfer or mutual exchange until you have cleared the balance of any outstanding rechargeable repairs.

We take legal action to recover the cost of rechargeable repairs if they are not paid.

11. Enforcement action

Where a tenant/licensee has caused serious damage to the property or has caused damage on repeated occasions, enforcement action may be taken to prevent further breaches of a tenancy from taking place. Action may include;

- An injunction to prohibit actions that may cause further damage to a property or to prevent the tenant/licensee from making any unauthorised alterations or from completing DIY.
- In serious cases we may consider repossession of the property due to a breach of the terms of the tenancy.
- We may seek a money judgement order alongside any legal proceedings to recover court costs and the value of the repairs that are rechargeable.
- Where damage is wilful and can be classified as criminal damage, we may report such incidents to the Police and pursue criminal charges.

12. Exceptional Circumstances

Each case must be assessed, and discretion may be exercised where there are any vulnerability issues that may lessen the customer's accountability and exclude them from their responsibilities for repair, damage, or neglect.

The Property Services team will need to consider whether to raise a repair as rechargeable based on the following:

- If the damage is a result of vandalism by a third party and a crime reference number has been provided to the council within 7 calendar days.
- The tenant leaves through no choice of their due fleeing hate crime, harassment, violence or because of domestic abuse (this does not include eviction or abandonment).
- The tenant/licensee is vulnerable due to age and ability.
- The tenant/licensee has a disability that prevents them from being able to complete a repair that is usually the responsibility of the tenant.
- The tenant/licensee is struggling to maintain their property and has been identified as vulnerable and appropriate support referrals made.
- Where forced entry has taken place due to concerns about the wellbeing of the tenant/licensee.

The above list, together with the provided examples is not comprehensive, we will consider each circumstance on a case-by-case basis.

13. Appeals and Disputes

Tenants who wish to appeal or dispute recharges are advised to write to the Commercial Manager, Property Services (Housing), Welwyn Hatfield Borough Council, The Campus, Welwyn Garden City, AL8 6AE explaining why they are not responsible for the repairs and the associated work.



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The tenant will be informed of any action that is taken as a result of the appeal or dispute.

14. Write Offs

Where a recharge is deemed uneconomic to pursue, or attempts to recover the debt have failed, or the former occupier's whereabouts are unknown, or there is no prospect of recovery, the debt will be written off in accordance with the Council's Financial Regulations on irrecoverable debt.

15. Data Protection

When you make a complaint, we will log information about your complaint and your name and contact details. Information will only be collected and stored for the purposes of dealing with your complaint and improving our services. Your complaint and details will be treated confidentially.

All complaints are treated confidentially. Notwithstanding the Freedom of Information Act 2000.

Please refer to the Council's Data Protection policy: <http://www.welhat.gov.uk/Data-Protection>.

16. Equality Act 2010

The Equality Act ensures that an individual should not be discriminated against on any of the following grounds: age, disability, gender reassignment, race, religion or belief, sex, sexual orientation, marriage and civil partnership and pregnancy and maternity.

For more information on this policy, please visit: <http://www.welhat.gov.uk/equality>.

17. Consultation

We will consult with the Welwyn Hatfield Tenant and Leaseholder Panel over any changes to this policy.

18. Partners

The Council's contractors who deliver our repairs and maintenance services will carry out these repairs.

19. Value for Money

The Council will carry out a regular review of the costs of rechargeable repairs to ensure these reflect the true cost of such repairs so that the council is not subsidising such repairs.

20. Monitoring

The Council will monitor the effects of the rechargeable repair policy. The following areas will be analysed:

- Number of rechargeable repairs carried out as a void repair
- Number of rechargeable repairs carried out as a response repair
- Cost of rechargeable repairs
- Income received from rechargeable repairs/recovery rate
- Numbers of disputes and outcomes including, monitoring by age, disability, ethnicity, and gender etc.



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21. References

Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994.

22. Key related documents

Rechargeable Repairs Price List (attached)
Excluded Licence Agreement
Tenancy Agreement
Pre / Post Inspection form for Voids

Most documents are available on our website, www.welhat.gov.uk or upon reasonable request.

23. Review

This policy will be subject to review every three years, with interim revisions to be made on an exceptional basis in light of any legislative or regulatory changes, or in line with best practice.

**Property Services (Housing)
Rechargeable Repairs Price List**

Tenanted Properties	Cost
Renew W/C Pan and Seat	£92.87
Renew W/C Cistern Only (LL China)	£103.71
Renew W/C Cistern Only (LL Plastic)	£57.32
Renew W/C Close-Coupled Cistern Only (complete)	£168.53
Renew W/C Suite (China)	£196.61
Renew W/C Seat only	£23.98
Renew wash basin on brackets and taps	£179.97
Renew wash Basin with pedestal and Taps	£196.61
Renew Bath Tap mixer	£106.70
Renew bath tap mixer with shower attachment	£117.50
Renew bath pillar taps	£66.15
Renew Basin Pillar taps (bathroom)	£47.45
Renew Basin mixer Taps (Bathroom)	£89.86
Renew sink pillar taps (kitchen)	£54.35
Renew Sink mixer Taps (Kitchen)	£91.86
Renew Bath incl. taps and panel (acrylic bath)	£477.49
Replacement mop stick handrail	£74.14
Remove broken key from lock	£33.67
Change Barrel in UPVC Door	£84.26
Fit Multipoint Lock to UPVC Door	£95.88
Fit Yale Lock	£72.75
Fit Mortice Lock to Shed	£61.79
Fit Standard Mortice Lock to Property	£61.79
Fit 5L Mortice Lock to Property deadlock	£96.87
Call out Charge (After 5pm Mon-Fri and all-day Sat/Sun)	£40.71
Call out Charge for Bank Holiday	£60.97
Gain Entry to Property	£33.68
Gain Entry to a Garage	£33.68
Fit Central Garage Lock	£97.72
Fit New Garage Padlocks	£29.04
Re-glaze broken DGU under 1 metre square	£89.86
Re-glaze broken DGU over 1 metre square (cost is per m2)	£202.21
Replace UPVC Window Lock Complete	£54.37
Replace UPVC Window Handle Only	£20.68
Replace UPVC Window Locking Mechanism Only	£44.29
Board up door or window	£89.88
Sitex Door initial hire cost	Normally free to fit but can cost between £50 - £270 if out of hours
Sitex Door weekly cost	£15.73
Sitex Door Removal	£0.00
Renew Internal Door	£107.56
Renew High Performance Door	£892.50 - £1050 Approx.
Renew External UPVC Door	£449.40
Renew External UPVC Door and Frame	£561.75

**Property Services (Housing)
Rechargeable Repairs Price List**

Tenanted Properties	Cost
Fire Door Set for Flat Entrance	£1365 - £1680
Renew Damaged Kitchen Unit	£247.08
Renew Kitchen Unit Door	£50.55
Plasterboard wall or ceiling repairs due to wilful damage, (this includes using a steamer to remove paper) patch repair only using 1 board and 1 bag of multi finish	£76.32
Plasterboard wall or ceiling repairs due to wilful damage, (this includes using a steamer to remove paper and cost is per sq.)	£34.58
Skirting replacement	£22.53 per LM
Relay/redress disturbed loft insulation	£7.77 per LM
Top up loft insulation	£16.67 per LM
Supply and fit replacement socket front plate single	£12.06
Supply and fit replacement socket and back box single	£23.05
Supply and fit replacement socket front plate double	£13.34
Supply and fit replacement socket and back box double	£34.53

Void Properties	Cost
Remove and dispose of items left in property including floor coverings, total not to exceed 3 cubic metres	£182.57
Remove and dispose of items left in property including floor coverings, total exceeding 3 cubic metres	£101.05
Remove and dispose of Loft Rubbish left in Void Properties	£84.21
Infill Fishpond	£187.78
Clear garden of bulk items (based on 6-yard skip)	£254.66
Clear garden of bulk items (based on 8-yard skip)	£318.78
Clear garden of bulk items (based on 12-yard skip)	£453.12
Clear environmentally unsound garden	Quoted works unable to provide cost
Clear and clean environmentally dirty property (including sharps, faeces)	Quoted works unable to provide cost
Clear and clean exceptionally dirty dwelling	Quoted works unable to provide cost
Carpet gripper removal	£11.24 per LM
Garage clearance	£53.28
Full Shed clearance	£67.37
Clear any environmentally unsound individual item including car batteries / tyres / drums of oil and any white goods (additional to above garage/shed clearance)	Quoted works unable to provide cost
Carryout treatment because of flea infestation	Quoted works unable to provide cost
Hourly rate for removal of unauthorised tenant alterations and materials	Quoted works unable to provide cost

Version History:

Version no:	2
Date effective:	February 2022
Full / partial review:	Partial Review
Summary of changes:	Amendment to item 10 paragraph 2. In addition, review of pricelist was undertaken.