



1. Scope of Policy

- 1.1 This policy describes the activities and responsibilities involved in carrying out repairs to the property or other works such as clearance/cleaning where these are:
- the responsibility of the tenant;
 - due to wilful damage, neglect, misuse or abuse by the tenant, their family or visitors to the property;
 - required when moving out of a house to bring it back to an acceptable re-letting standard.
- 1.2 The Council will ensure that no individual is discriminated against on grounds of sex or marital status, race, disability, age, sexual orientation, language or social origin, or other personal attributes, including beliefs or opinions, such as religious beliefs or political opinions. The Council will ensure the promotion of equal opportunities by publishing information and documentation in different languages and other formats such as large print, tape and Braille as required.

2. Housing Plan/Corporate Plan/Service Plan

- 2.1 The Rechargeable Works Policy will assist the Council to meet its Programmed Housing Improvement Plan, the Corporate Development Plan and Service Delivery Plan. In particular it will assist the Council to provide decent and well-maintained houses for all council tenants. The Rechargeable Works Policy will also assist the Council to achieve 'Best Value' in the use of its resources.

3. Legal Framework

- 3.1 Dacorum Borough Council's Tenancy Agreement states that tenants must
- Section 21 – “maintain the interior of the property in a good state of cleanliness and undertake minor internal repairs”.
 - Section 22 – “will be responsible for undertaking repairs or replacements made by your neglect or the actions of members of your household or visitors”.

- Section 23 - “take reasonable steps to protect the property from damage by water, fire and frost”.
- Section 24 - “meet reasonable costs incurred by us if we have to carry out work, which you failed to undertake and which is the tenants responsibility”.
- Section 25 - “maintain the internal decorations of the property in good order throughout your tenancy and make good to the Council’s satisfaction any unsuitable decoration required on leaving to make the property fit for letting”.

3.2 When ending a tenancy, Dacorum Borough Council’s Tenancy Agreement states that tenants must:

- Section 94 - “return all of the keys to the property to us at the Council’s office by noon on the Monday following the termination of your tenancy. If you do not we shall change the locks. We will charge you for this together with any additional rental loss caused by the delay”.
- Section 95 - “arrange for us (the Council) to have access to inspect the property during the period of notice, so that we can determine any making good required before you leave”.
- Section 96 - “remove all furniture, personal belongings and rubbish and leave the property in a clean condition when you move out”.
- Section 97 - “leave the property, its decorations, fixtures and fittings and any appliances we provide in good condition”.
- Section 98 - “pay for repair or replacement for any damage, other than fair wear and tear, that has been caused while you have been the tenant”.

4. Objectives and Principles of the Policy

4.1 The overall aim of the Rechargeable Works Policy is to contribute to the efficient and effective maintenance of the Council’s housing stock and to ensure that expenditure is managed effectively.

4.2 The specific objectives of the Rechargeable Works Policy are:-

- To give clear guidance on the circumstances when a recharge will be made;
- To give clear guidance on the circumstances where discretion will be exercised;
- To outline the process of recharging for repairs and other works;

- To outline the basis for calculating the recharge in accordance with the Council's schedule of rates;
- To inform tenants of payment arrangements;
- To inform tenants of the action the Council will take if payment is not made;
- To monitor the performance of rechargeable works in order to seek continuous improvement.

4.3 The principles underlining the Rechargeable Works Policy are:-

- The Council is committed to delivering a repairs service that is fair, equitable and transparent.
- The Council is committed to ensuring that its housing stock is brought up to and maintained at a level that meets its published housing standards.
- Detailed procedures and agreed practices that are applied uniformly across the service should support the policy.
- Training for staff must be provided to ensure that all are equipped to carry out the roles expected of them.
- Communication with tenants and service users should be in "plain language" and it should be made clear in all circumstances who the officer to contact is in the case of any queries.

5. Circumstances for Recharging

5.1 Generally, the Council is responsible for repairing and maintaining the structure of the property and any fixtures and fittings provided by the Council. Tenants are informed of their repairing responsibilities in detail when they sign the Tenancy Agreement and these responsibilities are also outlined in the Tenants Handbook. All tenants will be recharged for repairs and other works that are defined as being their responsibility unless special circumstances exist concerning the individual tenant and/or the particular repair or other works, as described below in Section 6.

5.2 Tenants will be recharged for repairs arising from any damage caused wilfully, accidentally or negligently by them, anyone living with them or an invited visitor to their home. Examples of rechargeable repairs are:

- Wilful damage - e.g. replace smashed door, lock changes for persistent loss of keys.
- Neglect - e.g. clear blocked sink, drain or bath.
- Misuse - e.g. replace cracked toilet pan or smashed glass.

5.3 Tenants will be responsible for work that may be required when moving out of their home in order to bring it up to an acceptable re-let standard.

6. Discretionary Circumstances

- 6.1 Each individual case must be assessed taking all relevant circumstances into account and discretion should be exercised. In considering if a recharge should be waived in part or in full, account must be taken of:
- The tenant's age, health and any disability
 - Evidence of previous rechargeable repairs.
- 6.2 A recharge will not be made where:
- The damage has resulted from vandalism carried out by a person who is not a member of the tenant's household or an invited visitor, provided that this has been reported to the police and the Council as soon as it is discovered and a crime reference number has been obtained.
 - The damage was caused in the course of a violent incident towards the tenant or a member of the tenant's family and this has been reported to the police and the Council as soon as possible after the incident and a crime reference number has been obtained.

7. Responsive Repairs

- 7.1 When a tenant reports a repair, a member the housing service team will assess the repair and identify:
- The urgency of the repair - the type of repair will determine the time scale by which the repair must be completed;
 - depending on the circumstances of the repair, either the Council or the tenant will be deemed responsible; and
 - Where information is incomplete or where a technical decision has to be made the repair request will be passed to a Maintenance Officer to determine whether an inspection is required.
- 7.2 In the case of emergency repairs that are rechargeable, due to the limited time scale involved, the Council will complete the repair and the tenant will be recharged.
- 7.3 If it is established that the repair is the responsibility of the tenant, the tenant must be advised of the cost of the repair as soon as possible. Charges for rechargeable repairs are based on current repair costs, including materials and labour as listed in the Council's Schedule of Rates. However, in the case of emergency repairs, an additional fixed call out charge will be made. A list of charges will be provided for tenants indicating types of rechargeable repairs and values. This list is reviewed annually.

- 7.4 If the repair does not fall into the "emergency repair" category, the tenant will have the opportunity to complete the repair him/herself within a time-scale agreed by the Maintenance Officer. It should be explained to the tenant that on completion, the repair will be inspected and must meet the Council's required standard. Alternatively, if the tenant is unable or unwilling to carry out the works him/herself, then, depending on the nature of the repair, the Council will carry out the work on receipt of full payment or complete the repair and subsequently recharge the tenant.
- 7.5 When a rechargeable repair that the tenant has agreed to carry out is inspected and it has not been completed or does not meet the Council's required standard, the Council will complete the repair and the tenant will be recharged.

8. Void Repairs

- 8.1 When a tenant gives notice to terminate their tenancy, arrangements will be made for a pre-termination inspection. This inspection will identify any aspects of disrepair or other works such as rubbish clearance or cleaning that are the responsibility of the tenant. The tenant will then have the opportunity to rectify any repairs or other works for which they are responsible prior to the end of the tenancy.
- 8.2 Alternatively, if the tenant is unable or unwilling to carry out the work him/herself, then the Council will carry out the work on receipt of full payment.
- 8.3 If any works that are the tenant's responsibility are not remedied prior to the end of the tenancy, or if the work is not of a satisfactory standard, a recharge will be raised for the cost of the works.
- 8.4 Tenants wishing to transfer to other Council accommodation will not be offered another tenancy until any rechargeable works have either been completed to a satisfactory standard or have been paid for in full unless there are exceptional circumstances necessitating an urgent transfer.

9. Recharge Payments

- 9.1 The Council's Housing Service will raise an invoice for payment as soon as possible either prior to or after the repair is completed, depending on the nature of the work required. The Council recognises that in some circumstances, immediate full repayment of the charge would cause excessive financial problems for the tenant. With this in mind, the Housing Service will arrange with the tenant a reasonable and affordable payment of the debt, by instalment, based on the tenant's financial circumstances.

9.2 In the event that a tenant fails to settle an invoice or defaults on any agreed instalment arrangement, recovery will be sought in accordance with the Council's debt recovery procedure.

10. Review of decision to recharge tenant for works undertaken

10.1 The tenant (or tenant's representative) may seek a review of a decision to recharge for works undertaken by the Council by writing to the Tenant Services Manager within 4 weeks of the date of the written notification to recharge, stating clearly the reason(s) for the request for review.

10.2 The review will be conducted by the Tenants Service Manager within 2 weeks of receipt of the request and will take the form of a desktop review of evidence submitted by the tenant (or tenant's representative) and all information held on file that is relevant to the matter.

10.3 The tenant (or tenant's representative) will be notified of the outcome within 7 days of the review being concluded.

11. Performance Monitoring

11.1 In order to comply with its service commitments, it is important that the Council monitors the effectiveness of this Policy and of rechargeable works procedures. Areas to be monitored on a quarterly basis are:

- Cost of rechargeable repairs outstanding;
- Income received from rechargeable repairs/recovery rate;
- Number of Court Actions
- Outstanding Court Costs

12. Policy Review

12.1 The Rechargeable Works Policy will be reviewed in 2010.