

This Report will be made public on 8 June 2022

Report Number **C/22/01**

To: CABINET
Date: 16 June 2022
Status: Non key
Responsible Officer: Roy Catling, Assets & Development Lead Specialist / Gill Butler, Chief Officer Housing
Cabinet Member: Councillor David Godfrey, Cabinet Member for Housing and Special Projects

SUBJECT: Housing Repairs and Maintenance Policy & Housing Rechargeable Repairs Policy

SUMMARY:

The following report sets out the rationale for the development and adoption of two new policies for the housing service. The policies set out the Council's obligations with regard to the repair and maintenance of its housing stock, and how we propose to recover the cost of repairs deemed as rechargeable to tenants.

REASONS FOR RECOMMENDATIONS:

These policies are vital for the continued growth of the housing service, and the effective management and delivery of repairs and maintenance under FHDC.

RECOMMENDATIONS:

- 1) To receive and note the report C/22/01.
- 2) To approve and adopt the attached policy for Housing Repairs and Maintenance
- 3) To approve and adopt the attached policy for Housing Rechargeable Repairs
- 4) To provide delegated authority to make minor amendments to the policies to the Director – Housing & Operations in consultation with the Cabinet Member for Housing and Special Projects

1. BACKGROUND

- 1.1 Folkestone & Hythe District Council is responsible for carrying out repairs and improvement works to FHDC-owned housing. In addition, the Council's Corporate Plan includes a commitment to deliver a safe and accountable housing service (Service Ambition 4).
- 1.2 The purpose of these policies is to set out how we will meet this service ambition through the effective management and reinvestment in our stock, with tenant health and safety as a core principle.
- 1.3 The **Repairs and Maintenance Policy** provides a framework for the delivery of all our repairs and maintenance services, outlining key work programmes, commitments and responsibilities.
- 1.4 The **Rechargeable Repairs Policy** sets out how we will recover the cost of repairs that are deemed rechargeable to tenants due to damage, neglect, misuse or abuse.

2. CONSULTATION

- 2.1 The policies underwent consultation between November 2021 and February 2022, through Lead Specialists for Housing operations, Case Management and Customer Services; Senior Specialists for Assets and Major Works, Leasehold Management, Supported Housing and Neighbourhood Management; and Corporate Leadership Team.
- 2.2 The policies were reviewed by the Strategic Tenants Advisory Panel on 10 February 2022, and endorsed for Cabinet by the Overview and Scrutiny Committee on 26 April 2022. Comments and feedback from the consultation have been incorporated into the policies, in particular, to address concerns regarding our most vulnerable, or less-able tenants through fair recharging of costs.

3. OPTIONS

- 3.1 We recommend that Cabinet approve the policies with no changes.
- 3.2 Approve policies with additional changes and/or recommendations.
- 3.3 Do not approve policies.

4. RISK MANAGEMENT ISSUES

- 4.1 There are no specific risk management issues for Cabinet to review in relation to these policies.

5. LEGAL/FINANCIAL AND OTHER CONTROLS/POLICY MATTERS

5.1 Legal Officer's Comments (NM)

In relation to the recharges policy the legal power to recharge comes from the clauses in the tenancy agreement which make the tenant responsible for the damage caused. The repairs and maintenance policy is based on the Council's legal obligations as a landlord.

5.2 Finance Officer's Comments (ST)

No specific financial implications related to this report. Yearly budgets are agreed for all costs relating to our Housing Stock including Repairs, these are monitored and reported throughout the financial year on a regular basis.

5.3 Diversities and Equalities Implications (GE)

There are no negative equality and diversity implications directly arising from this report. Both policies include a completed stage 1 equality impact assessment that identifies no negative implications.

5.4 Climate Change Implications (Council only) (AT/HS)

No direct implications arising from this report. The draft Repairs and Maintenance Policy sets out the legal background, processes and procedures governing responsive repairs and void works, planned works and cyclical and compliancy works. More significant works will be governed by the Housing Asset Management Strategy, approved by Cabinet on 26 January 2022, which includes the objective for the council to *"Improve the energy efficiency of the housing stock and the ways of working that reduce carbon emissions and levels of fuel poverty by achieving at a minimum EPC rating of C by 2030 and operation net zero carbon in use by 2050 for all of its housing stock"*.

6. CONTACT OFFICERS AND BACKGROUND DOCUMENTS

Councillors with any questions arising out of this report should contact the following officer(s) prior to the meeting

Roy Catling, Assets & Development Lead Specialist

roy.catling@folkestone-hythe.gov.uk

Jonathan Hicks, Performance Specialist

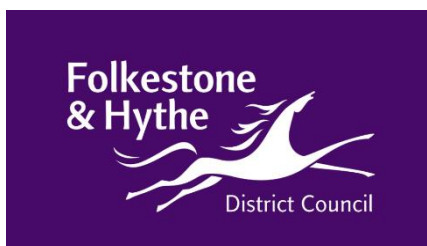
jonathan.hicks@folkestone-hythe.gov.uk

The following background documents have been relied upon in the preparation of this report:

Appendices:

Appendix 1: Repairs and Maintenance Policy V0.6

Appendix 2: Rechargeable Repairs Policy V0.5



REPAIRS AND MAINTENANCE POLICY (HOUSING)

Date of policy	May 2022
Date for review	May 2025
Policy author	Roy Catling, Assets and Development Lead Specialist
Policy owner	Roy Catling, Assets and Development Lead Specialist
Approved by	Scheduled for Cabinet May 2022
Risk register rating	Medium
Associated documents	Repairs and Maintenance procedures Rechargeable Repairs Policy Gas Safety Policy Compensation Policy Feedback and Complaints Policy

Revision history			
Version	Date	Revision description	Revision author
0.1	Nov 2021	Draft document created and reviewed	Roy Catling, Assets & Development Lead Specialist; Barb Wilkins, Repairs Senior Specialist
0.2/0.3/0.4	Jan 2022	Formatted and updated in light of initial consultation. Sections on performance and equalities added; refs to C. Plan and other docs linked; legislation updated.	Jonathan Hicks, Performance Specialist
0.5	Mar 2022	Updated in light of comments from CLT and Case Management	Jonathan Hicks, Performance Specialist; Roy Catling, Assets & Development Lead Specialist;
0.6	Apr 2022	Section 28.3 added (Damp and Mould); Appendix A – Repair responsibility chart text amended Re: Utilities, in light of comments from Overview & Scrutiny	Jonathan Hicks, Performance Specialist;

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NEW POLICY / POLICY REVIEW	
New policy	YES
Early review – change in legislation	
Early review – significant changes in practice	
Review due – significant changes	
Review due – cosmetic changes or unchanged	
Other reason	
Reason for new policy / summary of changes	
To ensure the accountability for managing repairs and maintenance sits firmly within the new FHDC housing service and we have a clear and consistent policy for staff and tenants	

CONSULTATION	
List of people/roles who have been consulted	Date
Lead Specialists for Housing operations, Case Management and Customer Services; Assistant Director for Housing.	Nov 2021
Senior Specialists for Assets and Major Works, Leasehold Management, Supported Housing and Neighbourhood Management	Nov 2021
Housing Leadership Team	Jan 2022
Strategic Tenants Advisory Panel	Feb 2022
Corporate Leadership Team	Feb 2022
Overview and Scrutiny Committee	Apr 2022

EQUALITY IMPACT ASSESSMENT	Completed	Date
	YES	26/01/2022

DISSEMINATION		
Role	Awareness	Essential
Neighbourhood Surveyors		x
Neighbourhood Officers		x
Case Management		x
Customer Services		x
Independent Living Managers		x
Compliance Specialists		x
Assets & Major Works Surveyors		x

TRAINING		
Role	Trainer	Date completed

MONITORING AND COMPLIANCE		
Method	Responsibility	Frequency

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Introduction

1. Purpose of the policy

- 1.1 Folkestone & Hythe District Council (hereafter referred to as 'the Council') is responsible for carrying out repairs and improvement works to or around Council-owned housing. In addition, the Council's Corporate Plan 2021-30: 'Creating tomorrow together' includes a commitment to deliver a safe and accountable housing service that puts tenants at the heart of everything it does.
- 1.2 The purpose of this policy, therefore, is to set out how we will meet that commitment that through effective management and reinvestment in our stock, with tenant health and safety as a core principle. This policy provides a framework for the delivery of repairs and maintenance services, outlining our key work programmes, commitments and responsibilities.

2. Policy objectives and scope

- 2.1 Through the delivery of this policy, we aim to provide a repairs and maintenance service that:

2.1.1 Meets high standards of customer service, by

- Carrying out repairs in one visit where possible
- Arranging flexible appointments to inspect and carry out work where necessary
- Consulting with tenants and leaseholders where needed and possible
- Publishing our planned works programmes

2.1.2 Ensures properties are repaired to a reasonable standard, by

- Setting standards for the quality of work of our staff and our contractors
- Carrying out work in accordance with health and safety legislation
- Undertaking quality assurance through the use of pre and post inspections
- Conducting and learning from tenant satisfaction surveys

2.1.3 Meets our commitments in the Corporate Plan, by

- Demonstrating compliance with health and safety legislation and best practise
- Scheduling work programmes appropriately and keeping within budget
- Setting and monitoring key performance indicators and targets
- Providing a cost-effective, sustainable service
- Improving the energy efficiency of our properties

- 2.2 This policy applies to all Council-owned domestic properties and communal spaces within the Folkestone and Hythe district. It is structured around our three main areas of activity: **responsive repairs & void works, planned works** and **cyclical & compliancy works**. It also covers our legal and statutory responsibilities, which are set out below.

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3. Legal/regulatory framework

3.1 This policy is based on our legal obligations as a landlord. The key legislation related to this policy is listed below:

- Landlord & Tenant Act 1985,
- Environmental Protection Act 1990,
- The Secure Tenants of Local Housing Authorities (Right to Repair) Regulations 1994
- Disability Discrimination Act 1995
- Regulatory Reform (Fire Safety) Order 2005
- Control of Legionella – ACoP L8, INDG 458, HSG 274
- Control of Asbestos at Work Regulations 2012
- Lift Operations and Lift Equipment Regulations (LOLER) 1998
- Electrical Safety at Work Regulations 1989
- The Gas Safety (Installation and Use) Regulations 1998
- Construction Design and Management Regulations 2015
- Health and Safety at Work Act 1974
- Management of Health and Safety at Work Regulations 1999
- Workplace (Health, Safety and Welfare Regulations 1992)
- Health and Safety (First Aid) Regulations 1981
- Provision and Use of Work Equipment Regulations (PUWER) 1998
- Control of Substances Hazardous to Health regulations 2002 / The Control of Substances Hazardous to Health (Amendment) Regulations 2004
- Personal Protective Equipment at Work (Amendment) Regulations 2022
- Confined Spaces Regulations 1997

4. Responsibilities

4.1 Tenant responsibilities

4.1.1 The repairs that a tenant is responsible for are defined by the Housing Act 1988 and set out within the [Council's Tenancy Agreement](#). Tenants are therefore responsible for minor repairs inside the home, including fittings, décor and plumbing. Tenants also have responsibility for some external repairs related to their own use, such as maintenance of paths, sheds, aerials, gates and fencing (for fencing see section 29 below).

4.1.2 Tenants are responsible for repairing any damage caused by themselves, their families, pets or visitors. Where this damage causes a health and safety risk to the tenant or other residents, we may carry out the repair and recharge the tenant (see section 7 below).

4.2 Landlord responsibilities

4.2.1 As a social housing landlord, the Council is responsible for keeping the structure and outside of the property in good repair, including external walls and doors, the roof, drains and gutters and external decoration.

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4.2.2 The Council is also responsible for ensuring the proper working order of installations for the supply of gas and power, lifts and shared lighting, and adaptations that have been installed by us. We will also maintain fences and gates that serve a clear purpose and where these are identified as being the Council's responsibility.

A repairs responsibility chart can be found at [Appendix A](#)

4.3 The Council will not repair or replace a part or item if the tenant has removed it from the property without giving us the opportunity to repair it. For example, a door that needs replacing but has been disposed of by the tenant.

4.4 The Council also has no obligation to carry out certain repairs and maintenance work once a property is subject to a Right to Buy Application. We will only undertake repairs relating to gas and electrical supplies being kept safe, heating breakdowns and leaks and keeping the property weather and water-tight.

4.5 **Leaseholder responsibilities**

The Council is responsible for repairing and maintaining the reserved/retained parts any building that has been leased. The specific repairing obligations contained within individual leases differ, however. Therefore, any repair that is required to a leasehold property (including windows or glazing), must first be agreed by the Leasehold Management Senior Specialist, before any works are undertaken. (See also Leaseholder Obligations section 26 below.)

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The policy

5. **The Right to Repair**

5.1 The Secure Tenants of Local Housing Authorities (Right-to-Repair) Regulations 1994 places an obligation on social landlords to carry out some small urgent repairs if they are likely to affect someone's health, safety or security.

5.2 Right to repair only includes repairs that cost less than £250. These are described in the regulations as 'qualifying repairs' and must be carried out in within a set time limit. The time limits do not apply if the cost of the repair is more than £250.

Right to Repair timescales can be found at [Appendix B](#)

5.3 If the repair is not carried out within set time limits, then the tenant has the right to ask us to arrange an alternative contractor to do the work. If the second contractor does not complete the work within the extra time allowed, compensation may be applicable.

5.4 Any award of compensation will be determined by the Assets and Development Lead Specialist and processed in line with the Council's [Compensation Policy](#)

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- 5.5 As a registered social housing landlord, the Council has a legal responsibility to ensure its properties are in a good and safe living condition. If we have failed to act on issues that tenants we have been notified about, there may be grounds for a tenant to make a disrepair claim against the Council. All claims must be submitted by a legal representative (i.e. solicitor) and will be processed directly by the Council's legal team.

The process for dealing with disrepair claims can be found at [Appendix C](#).

Responsive repairs and void works

6 Responsive Repairs

- 6.1 A responsive repair is a repair reported by or on behalf of a tenant, and is a repair to something that is already present within or around the property. These repairs are normally something urgent and therefore cannot be planned or included in a longer-term investment programme.
- 6.2 Our aim is to arrange an appointment at the first point of contact with the tenant and complete the repair in one visit, where possible. If the work is being carried out by a contractor, they will contact the tenant directly, to arrange an appointment.
- 6.3 We aim to ensure that all urgent and routine repairs (with the exception of specialist work requiring contact with a third party) are made by appointment with the tenant. Details of [how to report a repair](#) are listed on the Council's website.

7. Rechargeable Repairs

- 7.1 The Council will recover the cost of any repairs that need to be carried out that are rechargeable due to damage, neglect, misuse or abuse by tenants, their family, pets or visitors to their property. Where repairs are not attributed to fair wear and tear they will be treated as rechargeable. Costs recovered will help improve our services and properties which will ultimately benefit our tenants.
- 7.2 We will continually make sure that tenants are aware of their obligations not to damage or neglect their property; this is formally agreed with the tenant when the Tenancy Agreement is signed. Details of the Council's approach to the recovery of costs associated with rechargeable repairs can be found in our **Rechargeable Repairs Policy (TBC)**
- 7.3 Like tenants, leaseholders are also responsible for repairing any damage due to neglect or carelessness caused by them. This includes members of their family, their tenant(s), visitors or pets, or any leaseholder-appointed operatives undertaking works at the property. If damage is identified, we will also recharge the leaseholder under the Rechargeable Repairs Policy.

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8. Priorities and response times

8.1 Responsive Repairs

- **Emergency** – We will respond within 24 hours and make safe (including out of hours). This category is used when there is an immediate danger to a person or serious risk of damage to the property. A follow up appointment will be booked if further work is required.
- **Right to Repair** – We will respond within the legislative timeframes. This category is used when the repair being reported is listed within the guidelines. The tenant will be advised at what time and date they should ensure their property is accessible.
- **Routine** – We will book an appointment with the tenant at a convenient time, within 28 working days. Follow-up work may require an additional appointment.

8.2 If it is not a Responsive Repair then it may be part of a planned works programme. Further information on planned works can be found at section 22 below.

9. Appointments and times

- 9.1 An appointment will be offered for responsive repairs that are in the 'right to repair' or 'routine' categories and we will endeavour to complete the repair on the first visit. There may be circumstances when this is not possible.
- 9.2 For right to repair issues, there are specific time-frames that need to be adhered to (see [Appendix B](#)). An appointment will be made, which the tenant will be expected to meet. Failure to allow access to Council officers or contractors at the allocated appointment time will mean the right to repair will no longer apply and the tenant will be unable to claim compensation.
- 9.3 Appointments are available Monday to Saturday for the completion of repairs along with pre and post inspections. A choice of a morning or afternoon appointment will be offered, where possible, and the tenant will be advised accordingly. In exceptional circumstances, appointment times may be restricted or altered in order to comply with government guidelines or health and safety concerns.
- 9.4 Tenants must make sure that they, or another responsible adult, is present at the appointed time so that we can access the property and carry out the repair. A responsible adult should remain present at all times whilst the repair is being carried out.

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10 Missed Appointments and No Access

- 10.1 When booking an appointment for either a pre-inspection, responsive repair, or post inspection, we will confirm the date and time of the appointment with the tenant at the time of booking and will follow this up with an email or text (unless it's an emergency call out).
- 10.2 If the tenant or other responsible adult is not at the property on our first visit, we will leave a card to let them know we have called. This will be recorded on our system with photographic evidence. It will be the tenant's responsibility to contact us and re-book the repair, unless it is a health and safety issue.

11. Out of Hours Service

- 11.1 The Council operates an Out of Hours service, to deal with emergencies that occur outside of normal working hours. Details of who to contact to report repairs, including emergency numbers are set out on the Council's website, here: [Contact details for repairs](#).
- 11.2 We consider it to be an emergency to be where there is an immediate danger to a person or serious risk of damage to the property, and therefore the tenant must ensure this applies before using this service.

12. Pre-inspections

- 12.1 Some jobs will require a pre-inspection before the repair appointment can be arranged, to establish the extent of the works. These will be where the scope of the job is not known or if the diagnosis given by the tenant is not detailed enough. Such inspections will be carried out by a maintenance surveyor, technical supervisor or a nominated contractor representative at our discretion.
- 12.2 We aim to pre-inspect repairs within 10 working days of the report being received from the tenant. Appointments will be arranged at the time of the repair being reported, where possible.
- 12.3 Such inspections will be carried out by a surveyor or a nominated contractor representative. Repairs will then be issued in the appropriate timescales or if not classified as a responsive repair, referred to the Asset & Major Works Team for consideration to be included onto a planned works programme.

13 Like for Like Repairs and Making Good

- 13.1 If an item is beyond repair and needs to be replaced, this will be on a 'like for like' basis unless there is a more financially viable option. There are occasions where we may not replace on a like for like basis due to a particular item no longer being available or being a more practical solution. This will be discussed with the tenant before the work is carried out.

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- 13.2 If we have to replace a part to a tenant's kitchen or bathroom, we will try to make sure it matches with what the tenant already has. However if this is not possible, we will endeavour to provide the nearest possible match. We will not replace all of a tenant's kitchen units or bathroom suite in the event that an exact match is not available.
- 13.3 'Making good' means that after completing a repair we will also prepare the surface immediately around the repair so that it is ready to be decorated, for example after there has been a leak, or where a component has been replaced.
- 13.4 We will not be able to 'make good' if the tenant has covered access panels, hatches, ducts or ducting with wallpaper, tiles, carpet, wood, laminate or another finish.
- 13.5 Where damage to decor has occurred and this is not the fault of the Council or its contractor(s) the tenant will be responsible to claim from their home contents insurance (see section 30 below).

14. Tenant Improvement Works

- 14.1 Tenants have the right to make certain improvements in the property, with written consent from the Council. For example, a new kitchen or bathroom. However this does not include external decoration, or additions to installations, fixtures and fittings in the property. We will not unreasonably withhold consent but will make it conditional upon the work being carried out to a reasonable standard.
- 14.2 In deciding whether to give consent for improvements, the safety of the property for its occupiers will be considered, along with any expenditure that we may incur, as well as the impact on the value of the property. Failure to seek our consent or to comply with any conditions will be a breach of the tenant's obligations under their tenancy agreement.
- 14.3 In addition the tenant will be required to reimburse the Council for any expenditure it may incur in carrying out repairs to the property as a result of the tenant failing to obtain our consent or failing to carry out the works in accordance with the Council's conditions or other statutory requirements.
- 14.4 Tenants are responsible for maintaining any fixtures / fittings they have installed themselves. We will not maintain items left by previous tenants and may remove them as an alternative to repairs unless we have agreed to do so.
- 14.5 We retain the right to recover costs of removing fixed floor or wall coverings from tenants who have installed them, on their departure from the tenancy when the property becomes void.

15. Inherited Improvements

- 15.1 An 'inherited improvement' is improvement work that has been carried out by a previous occupant, which the new tenant has the option of accepting when they move in.

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- 15.2 If a new tenancy starts, (e.g. through a succession, assignment or mutual exchange agreement,) and the new tenant accepts the inherited improvements in writing, they will be responsible for all repairs, maintenance or replacement of the improvement in the future.

16 Quality Assurance / Post Inspections

- 16.1 We aim to conduct post-inspections on 10% of all responsive repair works carried out by our contractors. The 10% will be selected at random. Further inspections may be carried out where a concern regarding the work has been raised by the tenant or neighbourhood officer.
- 16.2 It is important in all cases that tenants allow us access to their property to post inspect the repair after completion.
- 16.3 For void properties, planned programmes or cyclical works, we will post-inspect to ensure that work has been carried out to a high quality and to monitor value for money.

17 Mutual Exchanges

- 17.1 Prior to agreeing a mutual exchange, a property inspection must be undertaken by a neighbourhood officer and a surveyor to determine any repairs that will need to take place before the exchange, in addition to the gas and electric check.
- 17.2 Both parties will be notified in writing by their neighbourhood officer, prior to the exchange of their responsibilities. With regards to repairs, both will receive notification of any planned works scheduled for either property.
- 17.3 As soon as a new tenant has moved in, no routine repairs will be undertaken, other than those agreed in writing, for a period of one year, except if the repair is an emergency or a health and safety priority.

18 Minimising Loss

- 18.1 Tenants have a responsibility to minimise or avoid loss that may be suffered as a result of disrepair. For example, if experiencing water penetration or damp, the tenant would be expected to move items of furniture and /or possessions away from the affected areas so they do not get damaged.
- 18.2 The tenant also has responsibility to inform the Council of any repair issue that may need attention so as not to incur more damage within the property. For example, by not reporting a leak, and it damages the fabric of the building.

19 Tenant liabilities for damage to adjoining properties

- 19.1 If a tenant, (including members of the tenant's family, visitors and/or pets) has caused damage to an adjacent property, the tenant is responsible for the cost of repairing the damage. This includes instances where the damage caused is

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accidental. This is part of the conditions of tenancy. The tenant must use their own insurance or make other arrangements to pay the costs directly to their neighbour.

20 Void (empty) property repairs

- 20.1 Void works or void repairs are terms used to cover all works required to bring an empty property to a re-lettable standard before a new tenant moves into the property. This could either be: a new or improved property, a tenant that has given notice, an abandoned property, or a property becoming vacant following the death of a tenant.
- 20.2 We recognise the importance of re-letting empty properties as quickly as possible and inspect all our properties before a tenancy is surrendered, when notice is given or a transfer is proposed. This allows us to identify works that are needed and the responsibility for those works and associated costs.
- 20.3 All void properties will undergo a gas and electric safety check prior to re-occupancy.

21 Contractors

- 21.1 The Council will engage contractors for all responsive repair work, and for planned maintenance, improvement works and cyclical programmes.
- 21.2 Contractors will be procured in accordance with the Council's Contract Standing Orders and associated procedures. Wherever possible, tenant input will be sought on all major contracts.
- 21.3 All successful contractors will have demonstrated adequate third party insurance and compliance with all statutory regulations.

Planned works

22 Planned works programmes and maintenance

- 22.1 Planned Works are those which are carried out when a component of the property (e.g. a kitchen, a roof, a boiler) has reached the end of its estimated lifecycle and needs replacing.
- 22.2 In addition to information held on our systems, information obtained from Stock Condition Surveys and works identified by the responsive repairs team are also used to create planned works programmes. Disabled adaptations are also included in our planned work programmes.
- 22.3 We plan our programmes of improvements to ensure that they meet the expectations of our tenants and look to renew certain aspects and component parts of our properties that have, or are reaching, the end of their useful life.

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22.6 All works carried out as part of a planned work programme are covered by a defects liability period. This will start from the date of completion and usually the defects liability period is 12 months for building repairs and 12 months for electrical or mechanical works. These works will be carried out by the original contractor and will not be reported to the day to day repairs team.

23 Disabled Adaptations

23.1 The purpose of disabled adaptations is to modify existing environments in order to restore or enable independent living, privacy, confidence and dignity for our tenants and their families. It is not just a matter of adapting housing stock, but providing an individualised solution to the problems of people experience a disabling environment.

23.2 Minor, low-cost aids may be referred straight to the repairs team, like handrails and lever taps. However, larger adaptations work like installing stair lifts, ramps or replacing a bath with a shower need to be agreed with an Occupational Therapist and the Council's Disabled Adaptations Surveyor. Options and recommendations will be discussed with the tenant.

23.3 Details of our approach to disabled adaptations can be found in the Council's **Disabled Adaptations Policy (TBC)**

Cyclical and compliancy works

24 Cyclical and compliancy works

24.1 Cyclical works are those that are carried on a periodic timeframe (e.g. external redecorations and servicing) and Compliancy is a term used to describe maintenance works and repairs which are required to meet any regulatory, legislative or Health & Safety requirements (e.g. Gas servicing, Legionella, Fire Protection, Stair Lifts etc.)

24.2 The Council is responsible for managing the maintenance, repair and servicing of the components detailed as follows:

- Passenger Lifts
- Stair Lifts
- Water Hygiene and Legionella testing,
- Disabled Adaptation equipment that we have installed
- Fire detection and extinguisher servicing
- Emergency Lighting
- Dry Risers
- Lightning Conductors
- Water Pumps
- Sewage Pumps
- Access Control Systems (Door entry & Automated Gates)
- Warden Call
- Communal Aerials

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- Ventilation (Fans & ASHP)
- Gas safety servicing (see below)

25. Gas Safety Checks

- 25.1 Every year, by law, the Council must ensure all gas appliances and flues fitted by the Council are maintained in a safe condition by carrying out an annual gas safety check. These checks are recorded and tenants are be given a copy of that record.
- 25.2 Every tenant must give access to our contractor to carry out the annual gas safety checks. The gas servicing team will follow the Non Access Procedure should access not be granted. Any associated costs incurred with obtaining court authorisation to enter the property will be recharged to the tenant such as warrant and gaining entry.
- 25.3 Details of our approach to managing gas safety and conducting annual checks are set out in the [Council's Gas Safety Policy](#)

26 Leaseholder Obligations

- 26.1 The Council is responsible for keeping common parts of leasehold properties in a good state of repair such as:
- (i) **The Structure:**
- Roofs, drains, gutters and pipes on the outside of the home
 - Outside main entrance doors (but not the front doors of individual flats)
 - Window frames and sills (not including glass)
- (ii) **Communal areas:**
- Path and steps (back and front)
 - Stairs and landings
- (iii) **Installations, fixtures and fittings:**
- Shared water pipes, water tanks and gas pipes and electrical wiring
 - Light fittings in shared areas and block security lighting
 - Controlled door entry systems
 - Lifts
- 26.2 Leaseholders are responsible for:
- All repairs and decorations to the inside of the property, including front door, glass in windows and all fixtures and fittings.
 - Any damage to the common parts and services caused by the leaseholder, members of the household, visitors or pets.

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26.3 The Council will invoke the **Rechargeable Repairs Policy (TBC)** if there is evidence that damage is the fault of a leaseholder or their household or visitors but refuses to take action.

27 Garage / Parking Space Repairs

27.1 Tenants must not materially alter the structure of a garage, or alter the posts or chains of a parking space. However tenants are permitted to add reasonable security measures to a garage. We will keep the roof, door, main walls and timbers in reasonable repair.

27.2 In all instances of termination garages should be left in the same good condition in which they were let. This means that no graffiti or unreasonable damage should be left unrepaired.

27.3 In instances where garages fall into disrepair to the degree that it is not economical for us to repair the garage, the licence will be terminated. We may also offer the tenant the option of transferring to a nearby garage if suitable vacancies are available.

27.4 Tenants must take out their own insurance for garage contents.

28 Damp and Mould

28.1 The main cause of mould in homes is insufficient heating, lack of ventilation and lifestyle issues; this comes at a great financial cost to the Council as a landlord.

28.2 Where we have identified that condensation is the cause of reported damp and mould, information and advice will be provided to the tenant and remedial work will not be carried out until improvements are made by the tenant. This will be monitored by the tenant's neighbourhood officer.

28.3 Where rising and/or penetrating damp has been identified as being caused by structural issues, e.g. through a defective damp course, a leaking pipe or waste overflow, or rain seeping through the roof where tiles are missing, we will first secure a correct diagnosis before repair work is agreed.

29 Fencing

29.1 The Council has no statutory responsibility to provide fencing to tenants. Fencing repairs and replacements are the responsibility of the tenant.

29.2 We will only undertake fencing replacement in the following circumstances:

- If the fence backs on to an alleyway or footpath
- Where the Council has a responsibility to maintain land, i.e. communal areas
- Where the property is empty and we undertake a repair / replacement before it is re-let

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- 29.3 Replacing and Repairs to gates including hinges and latches are the responsibility of the tenant. If the fence is beyond repair and requires complete replacement, this will also be the tenant's responsibility to replace.
- 29.4 In order to support tenants that are elderly, have a disability and/or have a particular vulnerability, we may agree to carry out fencing repairs on their behalf. Requests will be considered and agreed at the discretion of Assets and Development Lead Specialist.
- 29.5 Tenants with an active Right-to-Buy application will not be entitled to receive any assistance with fencing repairs or replacements.
- 29.6 Where hedges and/or shrubs provide a boundary line to properties, these are the responsibility of the tenant to maintain and keep in order. Walls that provide a boundary to properties are the responsibility of the Council to maintain.
- 29.7 A tenant can request that we undertake fencing repair work on their behalf, with the full cost being recharged to the tenant. This cost must be paid in advance of the works being undertaken.

30 Insurance

- 30.1 Tenants are responsible for any damage caused by their own neglect or carelessness, or by a members of their family, visitors or pets. Tenants are also responsible for any loss or damage to their home due to theft, flooding or accidental damage; this includes damage caused to another property, for example, caused by flooding from their property.
- 30.2 Tenants should therefore ensure that their home and its contents are insured. The Council actively promotes its own [home contents insurance scheme](#), otherwise a tenant can make their own insurance arrangements. However, this should, as a minimum, match the standard provided under the Council's scheme.
- 30.3 Tenants who rent garages must also ensure there is adequate insurance for the contents of the garage to cover any potential loss or damage.

31 Zero Tolerance

- 31.1 The Council has a zero tolerance of any abuse directed at any of its staff or contractors by tenants and/or their visitors. All tenants and their visitors are expected to treat all staff with respect and dignity. This means that tenants must refrain from behaving in a way that is aggressive, threatening, abusive, or insulting. Tenants must not engage in any behaviour, intentional or otherwise, that constitutes harassment or discrimination.
- 31.3 We reserve the right to take reasonable measures to protect staff from such behaviour where appropriate, including suitability for tenancy. We also expect our contractors to comply with the Council's code of conduct at all times.

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Key Controls and reporting

32. Performance Monitoring

- 32.1 Feedback from our tenants on the quality of the service they receive is important in helping us to evaluate and improve the service. Customer satisfaction surveys will be carried out following the completion of a repair, as well as larger scale periodic perception surveys. Feedback from these surveys will be used to gauge overall tenant experience and help shape future service improvements.
- 32.2 We also recognise that sometimes we get things wrong and our tenants may wish to make a complaint to us or one of our contractors. Learning from complaints is key part of improving the tenant experience as well as an opportunity to make things right where we have fallen short. Details of our approach to dealing with complaints can be found in the Council's [Feedback and Complaints Policy](#)
- 32.3 To ensure that we continue to provide a high quality service, we monitor the key areas of responsive repairs, planned and cyclical maintenance, and building safety compliance through a range of key performance indicators. Performance data will be shared on a regular basis with the Housing and Corporate Leadership teams, and with Council Members and tenants, as required. Regular [performance reports](#) will also be made available on our website.
- 32.4 This policy will be checked on an annual basis, or where necessary, in line with changes in legislation or best practice. Minor changes may be made with the approval of the Director of Housing and Operations and the Cabinet portfolio holder for housing and special projects. The policy will be subject to a formal review and approval by Council Cabinet at least every 3 years.

33 Equality and Diversity

- 33.1 An Equality Impact Assessment has been carried out to determine whether this policy could have an impact on any member of staff, tenant or contractor, which unfairly discriminates or disadvantages them in the context of the Equality Act 2010. There are no issues identified within this policy that could have a negative impact upon any protected characteristic.
- 33.2 The policy is intended to have a positive impact, particularly in relation to the disabled adaptations service, which aims at improving tenants' accessibility in and around their homes. In addition, provision has been made to consider a person's vulnerability and individual circumstance when decisions are made to undertake and/or recharge for repairs. Further details of this are contained with our **Rechargeable Repairs Policy (TBC)**. Overall, the intention of the policy is to ensure that we are dealing with all our tenants in a fair and consistent manner.

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Appendices

Appendix A: Repair Responsibility Chart

Repair		Responsibility	
		Council	Tenant
Boundaries	Fences, walls and gates dividing or otherwise which do not form boundaries to Public Highways and/or Public Footpaths		✓
Boundaries	Fences, walls and gates that form boundaries to Public Highways and/or Public Footpaths	✓	
Boundaries	Establish and mark boundaries for our properties	✓	
Condensation	Advice and assistance available from us upon request)		✓
Doors	Internal door(s), frames, handles, latches, locks and draft proofing		✓
Doors	Internal door operation and adjustment (where existing)		✓
Doors	Fire doors	✓	
Doors	External door, frame or lock repairs following a break in (if a crime number isn't provided)		✓
Doors	External door operation and adjustment, frames, locks and ironmongery provided by us	✓	
Doors & Windows	Cleaning, lubrication and basic upkeep and maintenance		✓
Electrical	Fuse box, wiring, sockets and light fittings	✓	
Electrical	Equipment or circuits not owned or installed by us		✓
Electrical	Light bulbs, plugs and fuses		✓
External	Roof, chimney stack, guttering, rainwater goods, fascia's, soffits	✓	
External	Pathways and hard standings to dwellings, outbuildings and garages provided by us	✓	
Finishes	Seals and tiling around bath, basin, worktops, etc., where provide by us	✓	
Finishes	Internal decoration		✓
Floors	Loose floor coverings, fitted carpets, laminate flooring, etc.		✓
Floors	Floorboards, sub floor or tiling provide by us (except for damage due to neglect or misuse)	✓	
Gardens	Maintenance, removal and disposal of vegetation		✓
Glazing	Defective or broken glazing (except for damage due to accident or misuse)	✓	
Heating	Chimney sweeping open fires and Tenants own appliances		✓
Heating	Heating systems, radiators, thermostats, timers, etc. installed by us	✓	

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Repair		Responsibility	
		Council	Tenant
Heating	Chimney sweeping for a Folkestone & Hythe District Council provided solid fuel heating system	✓	
Infestation	Vermin, rats, birds, squirrels (not due to tenant neglect)	✓	✓
Infestation	Insects, ants, wasps, fleas, bed bugs		✓
Insulation	Loft, cavity wall, pipes and cylinder jackets	✓	
Kitchen	Cookers/ovens gas or electric installation including any required modifications to kitchen		✓
Kitchen	Kitchen units and worktops (except for damage due to neglect or misuse)	✓	
Plumbing	Taps, gate and wheel valves	✓	
Plumbing	Toilet seat re-fix or renew, plugs and chains to baths and sinks		✓
Plumbing	Water service pipes, tanks and overflows	✓	
Plumbing	External taps		✓
Plumbing	Blocked waste pipes or traps within the property (except for flats or when caused by a defective system)		✓
Plumbing	Toilet pan and cistern, baths and showers provided by us	✓	
Plumbing	Soil vent pipes, drains and chambers	✓	
Rubbish	Rubbish and debris clearance and disposal from property, land or garage		✓
Safety	Staircase, banisters and handrails (except for damage due to neglect or misuse)	✓	
Safety	Gaining entry where locked out including repairs as the result of gaining access		✓
Safety	Keys for window locks provide by us	✓	
Safety	Asbestos testing, assessment and removal where posing a risk	✓	
Safety	Door Entry Systems provided by us	✓	
Safety	Window safety restrictors above ground floor to child's bedroom	✓	
Safety	Keys for doors		✓
Safety	Additional door locks, chains and viewers		✓
Safety	Smoke alarm battery replacement		✓
Safety	Window safety restrictors to ground floor or rooms other than Childs bedroom		✓
TV Equipment	TV aerials, satellite dishes and telecommunications equipment		✓
TV Equipment	Communal TV aerial systems provide by us to flats and maisonettes	✓	
Utilities	Electricity and Gas supplies from the meter within the property	✓	
Utilities	Electricity and Gas meters and supplies to the meters from outside the property by utilities supplier		✓

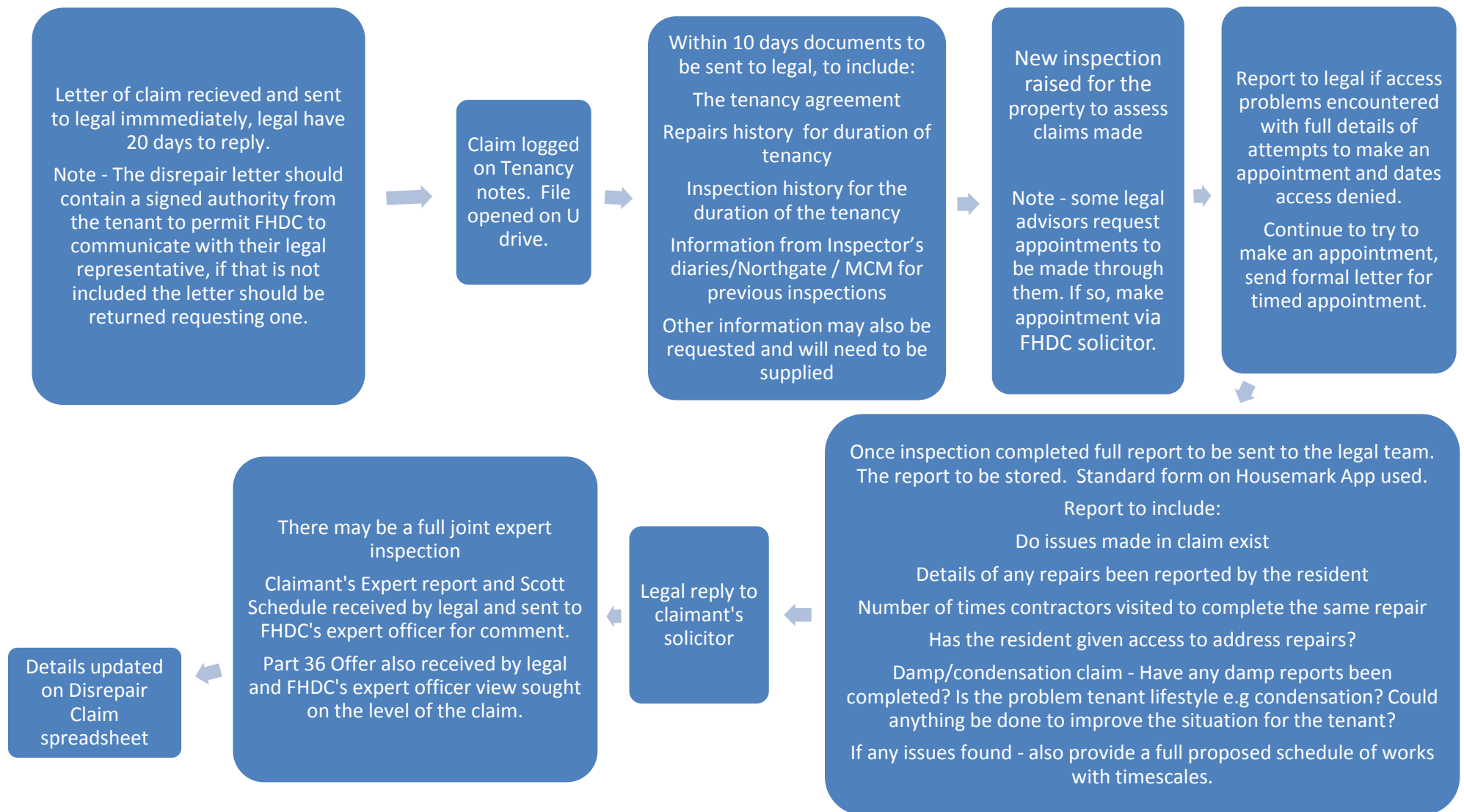
Appendix 1

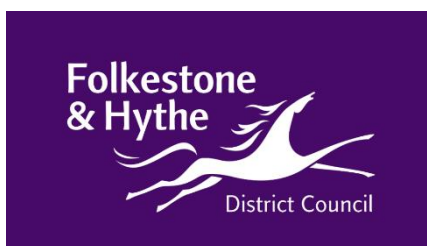
Appendix B: Right to Repair timescales

Defect	Prescribed Period (working days)
Total loss of electric power	1
Partial loss of electric power	3
Unsafe power or lighting socket, or electrical fitting	1
Total loss of water supply	1
Partial loss of water supply	3
Total or partial loss of gas supply	1
Blocked flue to open fire or boiler	1
Total or partial loss of space or water heating between 31st October and 1st May	1
Total or partial loss of space or water heating between 30th April and 1st November	3
Blocked or leaking foul drain, soil stack, or (where there is no other working toilet in the dwelling-house) toilet pan	1
Toilet not flushing (where there is no other working toilet in the dwelling-house)	1
Blocked sink, bath or basin	3
Tap which cannot be turned	3
Leaking from water or heating pipe, tank or cistern	1
Leaking roof	7
Insecure external window, door or lock	1
Loose or detached bannister or hand rail	3
Rotten timber flooring or stair tread	3
Door entryphone not working	7
Mechanical extractor fan in internal kitchen or bathroom not working	7

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Appendix C: Disrepair claim process





RECHARGEABLE REPAIRS POLICY (HOUSING)

Date of policy	May 2022 (TBC)
Date for review	May 2025 (TBC)
Policy author	Roy Catling, Assets and Development Lead Specialist
Policy owner	Roy Catling, Assets and Development Lead Specialist
Approved by	Cabinet approval pending May 2022
Risk register rating	Low
Associated documents	Repairs and Maintenance Policy FHDC Tenancy Agreement Feedback and Complaints Policy

Revision history			
Version	Date	Revision description	Revision author
0.1	Nov 2021	Draft document created and reviewed	Roy Catling, Assets & Development Lead Specialist; Barb Wilkins, Repairs Senior Specialist
0.2/0.3	Jan 2022	Formatted and updated in light of initial consultation. Intro and sections on equalities added; refs to C. Plan and other docs linked.	Jonathan Hicks, Performance Specialist
0.4	Mar 2022	Updated in light of comments from CLT and Case Management	Jonathan Hicks, Performance Specialist; Roy Catling, Assets & Development Lead Specialist;
0.5	Apr 2022	Minor revisions to wording made to sections 7. Circumstances for recharging, and 10. Out of hours repairs in light of comments from STAP	Jonathan Hicks, Performance Specialist; Roy Catling, Assets & Development Lead Specialist; Barb Wilkins, Repairs Senior Specialist

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NEW POLICY / POLICY REVIEW	
New policy	YES
Early review – change in legislation	
Early review – significant changes in practice	
Review due – significant changes	
Review due – cosmetic changes or unchanged	
Other reason	
Reason for new policy / summary of changes	
To ensure the recharging of debts is managed effectively and costs recovered; to have a clear and consistent policy for staff and tenants	

CONSULTATION	
List of people/roles who have been consulted	Date
Lead Specialists for Housing operations, Case Management and Customer Services; Assistant Director for Housing.	Nov 2021
Senior Specialists for Assets and Major Works, Leasehold Management, Supported Housing and Neighbourhood Management	Nov 2021
Housing Leadership Team	Jan 2022
Strategic Tenants Advisory Panel	Feb 2022
Corporate Leadership Team	Feb 2022
Overview and Scrutiny Committee	Apr 2022

EQUALITY IMPACT ASSESSMENT	Completed	Date
	YES	26/01/2022

DISSEMINATION		
Role	Awareness	Essential
Neighbourhood Surveyors		x
Neighbourhood Officers		x
Case Management		x
Customer Services		x
Independent Living Managers		x
Compliance Specialists		x
Assets & Major Works Surveyors		x

TRAINING		
Role	Trainer	Date completed

MONITORING AND COMPLIANCE		
Method	Responsibility	Frequency

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2. Policy objectives and scope
3. Legal/regulatory framework
4. Responsibilities

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6. Reasonable recharges
7. Circumstances for recharging
8. Payments for rechargeable repairs
9. Rechargeable repairs identified by contractor/officer
10. Out of Hours Repairs
11. Missed appointments
12. Mutual Exchanges
13. Rechargeable repairs identified as part of a pre-void or void inspection
14. Right of appeal
15. Unpaid recharges

Key controls and reporting

16. Monitoring
17. Equality and diversity

Appendices

Appendix A: Examples of rechargeable work in a tenanted property

Appendix B: Examples of where recharges may apply upon termination of tenancy

Introduction

1 Purpose of the policy

- 1.1 Folkestone & Hythe District Council (hereafter referred to as 'the Council') strives to ensure that all of its properties are repaired and maintained in order to provide a safe home environment for our tenants and leaseholders. In addition, the Council's Corporate Plan 2021-30: 'Creating tomorrow together' includes a commitment to deliver a safe and accountable housing service.
- 1.2 The purpose of this policy is to set out how we will recover the cost of repairs that that are deemed to be rechargeable to tenants due to damage, neglect, misuse or abuse. Repairs not attributed to fair wear and tear will be treated as rechargeable. Costs recovered from rechargeable work will help us to re-invest in our services and properties, for the ultimate benefit of all our tenants.

2. Policy objectives and scope

- 2.1 The overall aim of this policy is to contribute to the effective maintenance of Council-owned housing properties, ensuring that expenditure on rechargeable work is recharged and collected responsibly.

To achieve this, we will:

- 2.2 Give clear guidance on the circumstances under which we will recharge, and what we will recharge for
- 2.3 Explain the process of recharging to ensure a fair and consistent approach is adopted in the raising and collection of rechargeable costs
- 2.4 Outline the basis for calculating recharges, and how we inform tenants of payment arrangements
- 2.5 Outline the action we will take if payment is not made
- 2.6 Ensure that income collected through rechargeable costs is reinvested appropriately in the housing service

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3. Legal/regulatory framework

3.1 The Council's tenancy agreement forms the basis of a tenant's obligations with regard to repairs.

3.2 Related Policies and legal requirements

In developing this policy, the following relevant legislation has been reviewed:

- Housing Act 1988, 1996, 2004
- Landlord and Tenant Act 1985 1987
- Equality Act 2010
- Human Rights Act 1998

4. Responsibilities

4.1 Tenant responsibilities

4.1.1 The repairs that a tenant is responsible for are defined by the Housing Act 1988 and set out within the [Council's Tenancy Agreement](#). Tenants are responsible for repairing any damage caused by themselves, their families or visitors.

4.1.2 Where this damage causes a health and safety risk to the tenant or other residents, or they have failed to meet their repair obligations, we may carry out the repair ourselves and recharge the cost to the tenant.

4.2 Landlord responsibilities

4.2.1 As a responsible landlord, we continually make sure that tenants are aware of their obligations not to damage or neglect their property; this is formally agreed with the tenant when the Tenancy Agreement is signed.

Details of landlord responsibilities with regard to repairs and maintenance are set out in the Council's **Repairs and Maintenance Policy**

4.3 Leaseholder responsibilities

4.3.1 Leaseholders are responsible for repairing any damage due to neglect or carelessness caused by them, a member of their family, their tenant, a visitor or pet or any leaseholder-appointed operatives undertaking works at the property. If damage is identified, we will recharge the leaseholder under this policy.

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The policy

5. What is a rechargeable repair?

- 5.1 For the purpose of this policy, rechargeable repairs are defined as any work the Council or its contractors have to do to ensure a property is safe and/or suitable to be re-let, for which the **tenant is responsible**. The Council's [Tenancy Agreement](#) sets out what repair work tenants are responsible for.
- 5.2 Where damage or neglect has occurred (for which the tenant is responsible) the tenant can arrange for the damage to be repaired themselves. However, if this does not meet current health and safety best-practice, building regulation requirements or current legislation, we will carry out further works and charge the tenant the costs.
- 5.3 In addition, the Council is not liable if a tenant has installed defective systems, fixtures or fittings without permission. We reserve the right to carry out and recharge for repairs considered necessary, on the grounds of health and safety, or in situations of emergency that arise from the misuse of the property.

6. Reasonable recharges

- 6.1 Recharges will be fair and accurate and will be supported (where possible) by sufficient documentary evidence to clearly identify the reason for the recharge. Tenants who are to be recharged should be told the reason as to why a recharge is to be applied, as early as possible in the process.
- 6.2 Before a recharge invoice is raised, the specific circumstances of the person being recharged should be considered, taking into account the protected characteristics under the Equality Act 2010, as well as any potential mitigating circumstance or vulnerability. We may decide to waive a recharge if we do not think it is appropriate, or in the tenant's and Council's best interest to do so.
- 6.2.1 Examples of where we may consider waiving a recharge are (but not restricted to):
- Where damage was caused through a reported incident of domestic violence from the Police
 - Because a disability or other impairment prevents a tenant from undertaking or arranging the work themselves
 - Where a tenant's mental health issues prevent them from being able to take responsibility for their actions.
- 6.2.2 The list is not exhaustive and each case will be considered on an individual basis. At no point will the completion of a repair be delayed, as the decision not to recharge will only be made in exceptional circumstances.

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- 6.3 We will review the previous repair recharge history, and any tenants who are found to be regularly damaging their property (and therefore in breach of their tenancy) will be referred to the Neighbourhood Management team to pursue tenancy action.
- 6.4 Where a decision is taken not to recharge, a record will be kept on the relevant housing system and/or tenancy file in order to provide an accurate audit trail of the decision made.

7. Circumstances for recharging

Generally we will be made aware of a potential recharge in the following ways (this list is not exhaustive):

- 7.1 By the Case Management or Customer Services team(s) when a tenant contacts us requesting a repair, and they identify this as being rechargeable
- 7.2 By a Contractor/ Neighbourhood Surveyor/ Housing Officer or Manager when attending a property following a request by the tenant for a repair to be carried out at their home, and they identify this as being rechargeable
- 7.3 When rechargeable repairs are identified because of action taken by a third party, for example Kent Police.
- 7.4 When rechargeable repairs are identified by any Neighbourhood Officer following a visit to a tenant's home as part of a routine visit, a Pre-Void or Void Inspection, or Mutual Exchange.
- 7.5 When Rechargeable repairs are identified following forced entry to carry out emergency works.

8. Payments for rechargeable repairs

- 8.1 If a tenant calls the Case Management or Customer Services Team to report a repair, and this is identified as being rechargeable, the officer will advise of the recharge and give indicative costs of the repair and that these could increase should it be a bigger job, in terms of time and materials, than first anticipated.
- 8.2 Where repairs are not attributed to fair wear and tear they will be treated as rechargeable. Tenants will be advised when placing a request for a repair that if the damage or fault has been caused by neglect or misuse then a recharge could result. If this does occur then the contractor will advise on the final costs and provide photographic detail.
- 8.3 This information will be passed to the Case Team to raise an invoice through the Council's Efinancials system. This will then be sent to the tenant or leaseholder with details regarding where and how to make a payment.

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- 8.4 If the tenant wishes to complete the work themselves they will be given 28 days to complete the work and a letter will be sent to the tenant detailing this and confirming that a Neighbourhood Surveyor or a Housing Officer will visit to inspect the work. If the work has not been started or is not to the required standard, this will be referred to housing management to decide on the appropriate course of action.

9. Rechargeable repairs identified by a contractor/officer

- 9.1 If it is evident that the repair has been created because of neglect and not fair wear and tear, the contractor will inform the tenant that the repair will be rechargeable before carrying out any work.
- 9.2 If leaving the repair would pose a health and safety risk to the tenant and their family such as gas/electrical installation, they would inform the tenant that the repair will be completed and at a later date they will receive an invoice for the works that have been carried out. The contractor will take the relevant before and after photos of the repair.
- 9.3 If the repair does not pose a health and safety risk, the contractor will confirm with the tenant that the works are rechargeable. This will result in an invoice being forwarded to the tenant from Case Management/Customer Services Teams to make the necessary payment.

10. Out of Hours Repairs

- 10.1 If we are called out to deal with a repair between the hours of 6.00pm and 8.00am any day of the week and any weekend/ bank holiday and the repair is not an emergency, we will recharge the full costs of the call-out. Emergency repairs are considered to be where there is risk to tenant health and safety, such as total loss of power, heat or water in the property.

11. Missed appointments

- 11.1 Tenants will be advised when re-arranging a missed appointment that the third consecutive “no access” may result in a recharge.
- 11.2 The Council will also compensate the tenant if we, or our contractors fail to keep three consecutive appointments with the tenant and have not notified them in advance. This will only include missed appointments for a scheduled inspection or repair and not emergency appointments. It will also only cover where we have needed to access the property to carry out the work and not communal repairs. It will not cover missed appointments which were outside of the Council's control, such as adverse weather, extreme traffic, staff sickness etc.
- 11.3 Details of our approach to dealing with compensation claims are set out the Council's [Compensation Policy](#).

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12. Mutual Exchanges

- 12.1 If rechargeable repairs are identified in either, or both parties properties during the mutual exchange process, conditional approval will be given. Final approval will not be given until the rechargeable items have been repaired or renewed. Prior to final approval, the Housing Officer/Neighbourhood Surveyor will visit the property / properties to inspect the work to ensure that it has been completed to a satisfactory standard.
- 12.2 Checks should also be made of outstanding rechargeable debts when a request for a Mutual Exchange is received and conditional approval be given until the debts have been cleared in full.

13 Rechargeable repairs identified as part of a pre-void and void inspection.

- 13.1 When a tenant gives notice to end their tenancy, arrangements will be made with a Housing Officer/Neighbourhood Surveyor for a pre-termination inspection to be carried out.
- 13.2 This inspection will identify any repairs that cannot be classified as fair wear and tear, and are therefore the responsibility of the tenant to rectify. During this pre-termination inspection, the tenant will also be advised of any rubbish clearances within the property and its boundaries.
- 13.3 The tenant will be given the opportunity to arrange for these repairs and or clearances to be completed prior to the termination of the tenancy. However, if these are not completed to the satisfaction of the Council then a recharge will be raised for the cost of completing them.

14. Right of appeal

- 14.1 Tenants, former tenants and leaseholders have a right to appeal if they disagree with a recharge. Any decision to waive or reduce a recharge payment will be made by the Repairs Senior Specialist. This will be documented with the reasons for making the decision.
- 14.2 If the appeal is successful and we decide to cancel a recharge, the debt will still be raised on the Council's Efinancials system and then written off in accordance with the Council's Debt Management and Write-Off policy (see section 15 below). This is to ensure proper accounting of all rechargeable work.
- 14.3 If at any point a tenant, former tenant or leaseholder is unhappy with the outcome of their appeal, or with the service they have received from us, they may make a formal complaint. This will be dealt with independently under the Council's complaints procedure. Details of how to make a complaint can be found in the Council's [Feedback and Complaints Policy](#)

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15. Unpaid recharges

- 15.1 If a recharge remains unpaid after an invoice has been raised and initial attempts to recover costs are unsuccessful, the debt will be passed to the Corporate Debt team which may result in further action being taken. Details of how corporate debt is managed can be found in the Council's Debt Management and Write-off policy [*insert link* – Policy TBC] on our website.

Key Controls and reporting

16. Monitoring

- 16.1 In order to comply with service commitments, it is important that we monitor the effects of rechargeable repairs and the effectiveness of this policy.

Areas to be monitored may include (but are not restricted to):

- The number of rechargeable repairs carried out as a void repair
 - The number of rechargeable repairs carried out as a response repair
 - The cost of rechargeable repairs
 - Income received from rechargeable repairs/recovery rate.
 - The number of disputes and their outcomes
- 16.2 This policy will be checked on an annual basis, or where necessary, in line with changes in legislation or best practice. Minor changes may be made with the approval of the Director of Housing and Operations and the Cabinet portfolio holder for housing and special projects. The policy will be subject to a formal review and approval by Council Cabinet at least every 3 years.

17. Equality and Diversity

- 17.1 An Equality Impact Assessment has been carried out to determine whether this policy may have an impact on any member of staff, tenant, leaseholder or contractor, which could unfairly discriminate or disadvantage them in the context of the Equality Act 2010. No issues have been identified that could have a negative impact upon any protected characteristic.
- 17.2 Overall, the intention of the policy is to ensure that we are dealing with all our tenants in a fair and consistent manner. However, allowances have been made within this policy to consider an individual's vulnerability (particularly around disability and mental health capacity) when agreeing a recharge. Outcomes and decisions made on this basis will be monitored and reported in accordance with the Council's [Public Sector Equality Duty](#).

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Appendices

Appendix A: Example of rechargeable work in a tenanted property

Lost keys	<p>Tenants will be recharged the cost of lock changes and any associated works (e.g. frame splice). Locks will not be changed without clear evidence that the person requesting the lock change has a tenancy interest and therefore a right to access the property.</p> <p>Where possible identification should be provided by the tenant on arrival at the property.</p>
Stolen keys	<p>Tenants will be recharged the cost of lock changes and any associated works. Locks will never be replaced without clear evidence of the person requesting the change providing a tenancy interest and therefore having a right to access the property.</p>
Damage from forced entry	<p>The Police may force entry to a property where they fear there is a danger to life. If the Police have made an arrest after having forced entry, tenants will be recharged for the damage caused.</p>
	<p>Where the Council contractors have forced entry following the issue of a Warrant to carry out the Gas servicing, tenants will be recharged for the damaged caused and the cost of the warrant.</p>
Deliberate damage by tenant, pet, visitor or household member	<p>Tenants will be recharged the full cost of repair, including associated works arising from 'careless' damage.</p>
Where a crime has been committed and damage caused to the property	<p>These will not be recharged if the tenant reported a crime to the Police. A crime / incident number will be required. If the crime number is not available at the time of reporting the repair, a recharge should be sought until the crime number is provided by the tenant.</p>
Garden and Rubbish Clearances	<p>We will seek to identify the need for gardens of tenanted properties to be cleared through regular estate inspections.</p> <p>Initially the Council will inform the tenant that it is a condition of their tenancy agreement that their garden be maintained to an 'acceptable level'. Tenants will be advised that the Council reserve the right to undertake the work on their behalf and recharge them if they are unable or unwilling to undertake the work themselves.</p>
Inappropriate Emergency Repair Orders	<p>Tenants will be advised when receiving the emergency repair order that they will be recharged if the work is not considered to be an emergency or if they are not in when the contractor calls, or they do not allow the contractor access</p> <p>A standard charge of £100 will be applied for each call out in the above cases.</p>
Missed Appointments and "No Accesses"	<p>Tenants will be advised when rearranging a missed appointment that the third "no access" will result in a recharge of £40.</p>

Appendix 2

Gas Servicing – Cost of obtaining a Warrant to Force Entry	Where the Council has applied to the Courts to issue a Warrant for Forced Entry the tenants will be charged the application and Court costs.
Mutual Exchanges	<p>Mutual exchange repairs works will be recharged to the tenant when there is evidence of unauthorised or illegal electrical works within the property. The reinstatement of works caused by alterations or improvements made without written permission from Housing Management will be recharged.</p> <p>Recharges will also be levied where the application for mutual exchange is withdrawn by the tenant and inspections have already been carried out (the full cost of safety checks are payable by the tenant).</p> <p>If rechargeable repairs are identified in either or both parties properties during the mutual exchange process conditional approval will be given. Final approval will not be given until the rechargeable items have been repaired or renewed. Prior to final approval the Housing Officer will visit the property/properties to inspect the work to ensure that it has been completed to a satisfactory standard.</p> <p>Checks should also be made of outstanding rechargeable debts when a request for a Mutual Exchange is received and conditional approval be given until the debts have been cleared in full.</p>

Appendix 2

Appendix B: Example of where recharges may apply upon termination of tenancy

Gaining Access	Recharge where the outgoing tenant fails to surrender keys to the Housing Officer when vacating.
Overgrown gardens blocking access to property	Recharge the costs of cutting back and removing clippings, to leave the garden in a manageable state and safe/clear access to the property.
External rubbish	Recharge removal costs only if it is clear that the rubbish has been left by the previous tenant.
External graffiti	Only recharge for removal if it is obviously the responsibility of the former tenant.
Dilapidated outbuildings and tenants' own hazardous hard landscaping	Recharge the full cost of removing damaged/unsafe outbuildings and restoring the garden.
Unacceptable internal decorations	Recharge washing down all dirty walls and fixtures/fittings, and the cost of redecoration.
Broken internal fixtures, fittings and finishes	Normally these will be recharged in full.
Tenant's own electrical work/alterations	If the tenant did not get permission and there is no adequate documentation to prove that the electrical work is satisfactory, we will apply a recharge of the cost of any work necessary to comply with electrical regulations following the electrical check.
Unfixed, or improperly fixed gas appliances	Remedial work will be charged for following the safety check
Damaged or poorly installed fixtures or fittings	Tenants will be charged to put right.
Remodelled interiors	<ul style="list-style-type: none"> • If work is poor standard • If the work fails to comply with conditions of approval for alterations • If the tenant has created a potential hazard
Internal rubbish/effects	Tenants will be recharged the cost of removing all items, including floor coverings, with the exception of coverings in the bathroom and kitchen if they are in good condition.
Infestation and sharps	Tenants will be charged for the disinfestation of dirty properties and for the removal of needles and syringes.
Property damaged from long-standing disrepair	Tenants will be recharged if significant damage has been caused by the former tenant's failure to report disrepair.
Drainage Clearance	Tenants will be recharged where it can be seen that they have misused the drain during occupation.

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