



Rechargeable Repairs Policy

CONTENTS

Introduction	3
Aims and objectives of the policy	3
Diversity and inclusion	4
Regulatory requirements	4
Quality of accommodation	4
Repairs and maintenance	4
Involvement and empowerment	5
Scope of the policy	5
Section 4.2 right to repair	5
How to report a repair	6
Rechargeable repairs identified at repair appointment	6
Rechargeable repairs identified by a visiting officer	7
Property improvement	8
Mutual exchange	8
Rechargeable repairs identified as part of a void inspection	8
Rechargeable repair identified because of action taken by Lincolnshire Police	8
Vulnerable tenants	9
Payment for rechargeable repairs	9
Complaints	9

Introduction

The City of Lincoln Council (CoLC) is a stock retained local authority, committed to providing the best services possible for our tenants who occupy approximately 7,800 properties throughout the city. Our homes are a mix of houses, bungalows, maisonettes and flats some of which are in our three high rise blocks.

The CoLC aims to deliver a continuously improving responsive repair and maintenance service, by making sure that day to day repairs are carried out quickly, on time, to a high standard that customers are satisfied with, whilst maintaining value for money in the service at all times.

The CoLC will make sure that all properties are repaired and maintained, providing a safe home environment for all its residents and tenants. Where repairs are found to be not attributable to fair wear and tear then they will be treated as rechargeable. This document sets out what is to be classed as rechargeable and how tenants will be advised of these charges.

Aims and objectives of policy

The overall aim of this policy therefore is to ensure that the assets of CoLC are protected at all times and where it becomes apparent that they have been neglected by the current or former tenant then action will be taken to recover the costs associated with reinstating the property to the required standard, which meets current health and safety and building regulations or in the case of gas or electrical repairs current legislation.

Tenants, their family members and any visitors to their home are responsible for any damage caused to the property, either caused accidentally, deliberately or through neglect.

The CoLC aim to make sure that all tenants are aware of their obligations not to damage or neglect CoLC property and that they are responsible for damage caused by their children, pets and visitors. This is formally agreed with the tenant when the tenancy agreement is signed.

Where damage or neglect has occurred (for which the tenant is responsible) then the tenant can arrange for the damage to be repaired themselves, however, if this does not meet current health and safety, building regulation requirements or in the case of gas and electricity the current legislation or a suitable standard, the CoLC will carry out further works and charge the tenant the additional costs.

In addition, the CoLC will not be liable if a tenant has installed a defective system, fixtures or fittings without permission. The CoLC may carry out and charge for repairs considered necessary for health and safety reasons or in situations of emergency, arising from the misuse of the property. This does not include repairs undertaken as a result of fair wear and tear

Diversity and inclusion

The CoLC will make sure that the principles of equality, diversity and inclusion are integral in the business planning and delivery of the repair and maintenance and void services which work in tandem with this Rechargeable Repair Policy. The CoLC is committed to delivering its repair and maintenance service in a way which meets the diverse needs of local communities and will achieve this by treating people fairly and taking the nine protected characteristics of the Equality Act 2010 into consideration in all aspects of the repair service including access to the service.

Regulatory requirements

The Home Standards contained in the revised Homes and Communities Agency regulations which came into effect on 1 April 2012 lay out the requirements for organisations in terms of repair and maintenance. The regulations state the following.

Quality of accommodation

Registered providers shall:

- Ensure that tenants' homes meet the standard set out in Section 5 of the Government's Decent Homes Guidance and continue to maintain their homes to at least this standard
- Meet the standards of design and quality that applied when the home was built, and were required as a condition of publicly funded financial assistance, if these standards are higher than the Decent Homes Standard
- In agreeing a local offer, ensure that it is set at a level not less than these standards and have regard for Section 6 of the Government's Decent Homes Guidance e.g. the Lincoln Home Standard incorporates all aspects of the Decent Homes Standard.

Repairs and maintenance

Registered providers shall:

- Provide a cost effective repairs and maintenance service to homes and communal areas that responds to the needs of, and offers choice to, tenants and has the objective of completing repairs and improvements 'right first time'
- Meet all applicable statutory requirements that provide for the health and safety of the occupants in their homes

The specific expectations relating to repair and maintenance is that:

- Registered providers shall ensure a prudent, planned approach to repairs and maintenance of homes and communal areas. This should demonstrate an appropriate balance of planned and responsive repairs, and value for money. The approach should include responsive and cyclical repairs, planned and capital work; work on empty properties and adaptations
- Registered providers shall co-operate with relevant organisations to provide an adaptations service that meets tenants needs

Involvement and empowerment

- Registered providers shall ensure that tenants are given a wide range of opportunities to influence and be involved in the management of repair and maintenance services such as commissioning and undertaking a range of repair tasks as agreed with landlords, and the sharing of savings made.

Scope of the policy

Generally, CoLC is responsible for repairing and maintaining the structure of the property and any fixtures and fittings originally provided in the property.

Tenants are informed of their repairing responsibilities when they sign their tenancy agreement, and the repairing responsibilities are further outlined in the Repair and Maintenance Policy.

Section 4.2 right to repair

You have the right to have repairs carried out to your homes under Section 96 of the Housing Act 1985 (as amended); and the regulations made under it apply to this agreement

The tenancy agreement also identifies repairs for which the tenant is responsible, and if not completed, repairs that can be carried out by the CoLC with costs recharged to the tenant.

Examples of work which CoLC may charge for include, but are not limited to the following:

- Damaged sinks or toilets
- Broken windows or doors
- Lost keys
- Lost access control fobs
- Missing or damaged smoke alarms

A list of common recharge items, including charges, are listed in Appendix 1.

Where damage or neglect has occurred (for which the tenant is responsible) then the tenant can arrange for the damage to be repaired themselves, however, if this does not meet current health and safety, building regulation requirements or in the case of gas and electricity the current legislation, CoLC will carry out further works and charge the tenant the additional costs.

In addition CoLC will not be liable if a tenant has installed a defective system, fixtures or fittings without permission. The CoLC may carry out and charge for repairs considered necessary for health and safety reasons or in situations of emergency, arising from the misuse of the property. This does not include repairs undertaken as a result of fair wear and tear.

How to report a repair

A request for a repair can be taken:

- Online at www.lincoln.gov.uk
- By telephoning Customer Services on 01522 873333 during opening hours
- In the event of an emergency outside of office hours telephone 01522 534747

When a request is received the CoLC will:

- If on the phone – arrange an appointment with the customer at the earliest possible date available, that is suitable for the customer.
- If online – the customer can select a preferred appointment time and Customer Services will try to find a suitable appointment to match the customer's preference. Customer Services will then confirm the appointment by a phone call or a text message.
- Complete emergency repairs within 24 hours.
- Complete other repair requests within an average of 15 working days.

If CoLC is called out to deal with a repair between the hours of 4pm and 8am any day of the week, including Bank Holidays, and the repair is not a genuine emergency the CoLC will charge the full costs of the call-out.

At present most requests for repairs come through Customer Services by phone. The Customer Services Assistant will arrange an appointment with the tenant while they are on the phone reporting the repair. In some circumstances the repair will be passed to a Resource Planner to process. During the initial contact the CSA or Resource Planner will determine:

- Whether the nature of the repair is due to normal fair wear and tear at which point the repair will be dealt with in line with the Repair and Maintenance Policy
- Whether the information provided by the tenant leads the CSA or the Resource Planner to believe that the repair is damage caused by the tenant, a member of the tenant's family or pet or a visitor to their home. In these instances the CSA or Resource Planner will advise the tenant that these repairs are rechargeable and give them the option to complete themselves or for the CoLC to complete and recharge the tenant
- Any repair relating to gas and electricity will have to be completed by CoLC to satisfy health and safety requirements and current legislation

Rechargeable repairs identified at repair appointment

During a request for a repair being received by CoLC the CSA or Resource Planner will contact the tenant to arrange an appointment to complete the repair. At that appointment, if it is evident that the repair has been created because of neglect and not fair wear and tear, the operative will inform the tenant that the repair will be rechargeable.

If in the operative's opinion leaving the repair would pose a health and safety risk to the tenant and their family they will 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. This will always be the case for gas and electrical rechargeable repairs.

If the repair does not pose a health and safety risk, the operative will ask the tenant if they would like to arrange for the repair to be completed at their own expense or for the CoLC to complete the repair and for the tenant to be recharged for the costs of carrying out the works.

If the tenant requests the CoLC to carry out the works then the operative will complete the repair and then report back for an invoice to be raised for the works that have been completed.

If the tenant decides to carry out the works themselves the operative will report this back to their Team Leader to advise the appropriate Housing Officer who will write to the tenant advising them they have 28 days to complete the required work.

Rechargeable repairs identified by a visiting officer

During a visit to a tenant's home by any visiting officer if a repair is found not to be attributable by normal fair, wear and tear the tenant will be advised that the repair will be rechargeable.

If leaving the rechargeable repair would pose a health and safety risk to the tenant and their family the tenant will be advised that the CoLC will complete the work and they will be recharged for the cost of the work and an invoice will be sent to them for payment.

If the officer is of the opinion that leaving the repair would not pose a health and safety risk to the tenant and their family, they will be give two options, these are:

1. To arrange for the repair to be completed at their own expense, if the tenant decides to do this the tenant will be given 28 days to complete the required work. A letter will be sent to the tenant detailing the required work and the timescales for completion

The Housing Officer will visit the property after 28 days to ensure that the work has been completed to a satisfactory standard. If the work has been completed satisfactorily the communication will be closed and the tenant will be notified in writing.

If some progress has been made the Housing Officer will continue to work with the tenant until the work has been completed satisfactorily. If the tenant does not continue to make progress or the work is not completed the Housing Officer will discuss the case with their line manager to determine an appropriate course of action. This may result in CoLC completing the work and recharging the tenant

2. If the tenant does not want to complete the works themselves then the CoLC will carry out the work and recharge the costs to the tenant

Property improvement

Secure tenants have a general right to improve their home provided the improvement is agreed by the CoLC, complies with all planning, building and environmental requirements, and does not adversely affect neighbours or their properties.

In instances where an improvement has been made without permission, this can be granted retrospectively as long as the improvement has met all other provision required.

Permission will not be refused unreasonably but may be granted with conditions such as returning the property to its original standard before the end of the tenancy. Where these conditions are not met, or in instances where a permitted improvement does adversely affect neighbours or require some rectification, the tenant will be required to carry out these works and if unable or refused, the CoLC may complete works and recharge the tenant using the same process described above.

Mutual exchanges

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. 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.

Rechargeable repairs identified as part of a void inspection

When a tenant gives notice to end their tenancy, a Void Support Officer will complete a pre termination inspection. 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. This may also include work to return the garden to an acceptable standard, the decoration to an acceptable standard or the recharging of any clearance / storage and cleansing of the property where required.

The tenant will be given the opportunity to arrange for these repairs to be completed prior to the termination of the tenancy. However, if these are not attempted, nor completed to the satisfaction of CoLC then a recharge will be raised for the cost of completing these repairs.

If after the tenant vacates the property, further non wear and tear repairs are identified at the void property inspection, these will also be recharged to the tenant.

Rechargeable repair identified because of action taken by Lincolnshire Police

When Lincolnshire Police act with reasonable force in correctly executing a warrant at a property, there is no liability on their part to make good the damage caused regardless if an arrest was, or wasn't made. In all cases the damage will be recharged to the tenant. If the tenant objects then they must take this matter up with the Police and the recharge will stand.

Where the Police act incorrectly (such as force entry at the wrong address) and CoLC are responsible for maintaining the fabric of the building then the Police will be approached for compensation.

Vulnerable tenants

When making a decision whether or not to recharge a tenant for repairs that can't be attributable to fair wear and tear account must be taken of any vulnerability factors.

The Repair and Maintenance Policy states that a vulnerable tenant is someone who is or may be in need of community care services by reason of mental health or other disability, age or illness, who is or may be unable to take care of him or herself, or unable to protect him or herself against significant harm or exploitation. This includes individuals who might be in receipt of social care or health services.

Each person should be considered individually. Where there are concerns that someone is potentially vulnerable the final decision to recharge or waive the charge will rest with the Tenancy Services Manager.

Payments for rechargeable repairs

Whenever practical, tenants will be required to complete a rechargeable repair form prior to completion of any works. However in instances where this is not possible, i.e. emergency repairs, the work will be carried out and the tenant will be invoiced after the work has been completed.

Payment for repairs would normally be expected to be paid in full. However if this is not possible arrangements can be made for a lump sum to be paid and / or smaller weekly instalments to be made until the debt has been repaid in full.

Complaints

When a current or former tenant wishes to dispute the bill for rechargeable repairs they have received this will in the first instance be to the employee who has issued the rechargeable repair letter advising that the charges are correct and due for payment.

If this disagreement is not resolved, the current or former tenant can make a formal complaint using the following methods:

- Online at www.lincoln.gov.uk/complaints
- By email to complaints@lincoln.gov.uk
- By telephone on 01522 881188
- By letter to:
Directorate of Housing and Regeneration
City of Lincoln Council,
City Hall,

Beaumont Fee,
Lincoln,
LN1 1DD

Complaints will be acknowledged and responded to within 10 working days.

Further information is available at www.lincoln.gov.uk/complaints