1. **Introduction**

1.1 Great Yarmouth Borough Council recognises the importance of operating an effective repairs service. We are committed to ensuring our properties and neighbourhoods remain sought after as places to live, and we carry out any repairs resulting from fair wear and tear.

1.2 We are committed to being clear about what work we and residents are responsible for. We will encourage residents to take responsibility for keeping their home in a good state of repair, ensuring the repairs budget is spent on repairs caused by genuine wear and tear. Being consistent regarding the way decisions are made about recharging will help us manage the repairs and maintenance budget.

1.3 The service outlined in this policy applies to all Great Yarmouth Borough Council tenants, licensees, (referred to as tenants in this document), leaseholders plus contractors, staff members and out-of-hours service operators.

1.4 This policy draws together various existing arrangements already identified in the Tenancy Agreement, Tenants Handbook and aspects of the Repairs Policy under which some recharges are made. It provides guidance on recharging the cost of repairs undertaken by Great Yarmouth Borough Council (through our repairs partner GYN).

1.5 Repairs may result from resident damage, neglect or carelessness and we expect them to pay for the cost of carrying out this work. Alternatively they may carry out the repair themselves in accordance with the Tenants Alteration & Improvement process.

1.6 Charging for repairs caused by resident damage, neglect or carelessness allows more money to be invested in improving neighbourhoods. GYBC may request up-front deposits and/or payments.

2. **Our Service Standards**

- We will operate a timely and effective repairs service
- We will ensure our neighbourhoods and properties remain desirable areas to live
- We will charge residents for damage caused by neglect or carelessness
- We will be clear about the charges residents are expected to pay
3. Aims

We will:

- Provide advice and guidance on how residents should look after their homes
- Protect & support vulnerable people
- Provide an excellent service, be fair and equitable
- Listen to our residents
- Engage and create healthy, vibrant communities
- Be proactive and use measures which prevent and minimise rechargeable repairs
- Work with our partners to provide advice and assistance to residents and former tenants to receive budgeting advice
- Collect all rechargeable debts due; ask for payment in advance where possible
- Take prompt and appropriate action to recover debts
- Be committed to using legal action, but only as a last resort and when reasonable alternative measures have been exhausted
- Remain aware of new initiatives to support residents in maintaining their homes

4. Responsibilities of GYCH Tenants

4.1 Tenants are responsible for minor repairs, internal decoration and deliberate or accidental damage. This includes:

- Minor repairs such as replacing bath and sink plugs, replacing light bulbs except sealed units, internal door handles, unblocking sinks etc.

- Internal decoration within the home, this does not include shared areas such as landings or entrance halls.

- Maintaining garden in accordance to tenancy agreement, not including communal areas.

- Deliberate or accidental damage by residents or visitors, such as broken glass or damaged doors. This does not include criminal damage that has been reported to the police and has a crime reference number.

- Lost security entrance door keys and fobs which can only be purchased from the council.

4.2 In addition to the tenant responsibilities listed above there are repairs which would attract a recharge to the current or former tenant of the property where the damage has been caused. This list is not exhaustive.
Wilful damage – e.g. replace smashed door or window, DIY which has damaged the structure of the property

Neglect – e.g. repairs required further to rubbish removal, missing keys (including window locks), clear blocked sink, bath or WC (e.g. nappies, toilet fresheners, etc.) removal of fire doors, frozen/burst pipes etc.

Misuse – e.g. replace tiling, repair to walls (graffiti)

Accidently damage – e.g. to fixture and fittings that require repair or replacement.

Restoring any damage caused, locks changed and clearance of items following repossession, transfer or mutual exchange

5 Emergency Repairs Including Out of Hours Work

5.1 Emergency repairs are anything where time or health safety and security are the most important aspects. This also includes repairs the council is obliged to carry out under ‘Right to Repair’ legislation.

5.2 Emergency works will consist of the following:

- Making a dwelling safe and secure following fire, flood, impact or forced entry to ensure there is no risk of injury to the residents, neighbours, visitors or passers-by

- Undertaking work to restore essential services to a property in the event of unexpected failure to ensure the health, safety and welfare of the residents

- Making a dwelling safe to minimise further damage to the property, or neighbouring premises

Examples of the above will include:

- Insecure external door/window
- Loose or detached banister/handrail
- WC not flushing (where no other available)
- Leaking water or heating pipe, tank or cistern that cannot be contained
- Total or partial loss of water, heating or electricity
- Blocked WC, foul drain or stack
- Blocked flue to open fire or boiler
- Any gas related emergency
- Exposed live or sparking electrical cables

This is not an exhaustive list.

5.3 Depending on circumstances leading to the emergency the repair maybe recharged.
5.4 Where our contractors have visited a property to carry out a standard (non-emergency) repair and discover the work is rechargeable, this will not be undertaken until the resident is informed.

6 Tenant Contents Insurance

6.1 It is recommended that tenants take out Home Contents Insurance for their personal property and any losses for which the council is not responsible.

6.2 The council runs a scheme to provide insurance specially tailored to tenants at a reduced cost.

7 Tenants Opting to Undertake Repairs

7.1 Tenants have the option of employing their own tradesmen to carry out repairs that they are responsible for. The Tenants Alteration and Improvement Guidance is available which outlines when permission is required to undertake works.

7.3 If the repair relates to gas or electrics the work must be completed by a NICEIC qualified/competent electrician or Gas Safe Registered engineer. The tenant must provide a copy of the completion certificate.

7.4 If the repair is classed as an emergency the council will carry out the repair to ensure tenant safety.

8 Tenancy Sustainment

8.1 Our tenancy services team delivers a comprehensive support service to tenants to assist them to sustain their tenancy and avoid rechargeable repairs. This includes:

- Undertaking Tenancy Sign Up Meeting – Overview of tenant responsibilities is provided including how to obtain permission to undertake an alteration to their home

- Visits to Introductory Tenancies - Within 4 weeks of tenancy commencing and at 3 and 9 months.

- Offering Advice to Secure Tenants – How to maintain their home and monitoring the condition of their property ensuring issues are resolved at an early stage

- Conducting Regular Tenancy Audits – Scheduled on risk to the property and vulnerability of the household to provide support as per new home visit

9 Void Properties
9.1 Pre-void inspections will be carried out before tenants leave their properties, including mutual exchanges, to identify any repairs that are required and advise tenants if any of these are rechargeable. This will also give the tenant the opportunity to rectify the repair before leaving the property.

9.2 When the property becomes void, if there is any clearance of belongings, garden works, or repairs to return the property to a standard condition the work will be carried out. Tenants will be recharged for the cost.

10 **Responsibilities of Leaseholders**

10.1 Repairs to a leasehold property are the responsibility of the leaseholder and the council will not usually undertake this work. However where the repair has an effect on the communal areas or other residents and:

- The leaseholder is unwilling or unable to employ their own contractor, or
- The repair is classed as an emergency

10.2 The council will order the works and recharge the leaseholder after the work is carried out.

10.3 The need for emergency work to make safe a potentially dangerous situation will over-ride any requirement for leaseholder consultation. Consultation may be necessary for any subsequent, follow-up work.

11 **Equality & Diversity**

11.1 The policy will take into consideration the Equality Act 2010, Public Sector Equality Duty to protect from discrimination and will be regularly reviewed. We will assess each case on its own merits.

11.2 Vulnerability is not defined as someone’s’ ability to pay for services due to low income or level of deprivation, therefore a tenant’s financial status or income will not be a qualifying factor.

12 **Collection of Rechargeable Repairs**

12.1 Tenants unwilling to pay for the repair the matter will be referred to the tenancy services team to investigate a potential breach of tenancy. If the repair remains outstanding when the property becomes void the repair will be recharged.

12.2 GYBC will seek to collect all rechargeable debts in an efficient manner and we will

- Identify “vulnerability” and offer to work with other agencies to provide a supportive and holistic service.
- Treat all our customers with respect and consideration of their individual circumstances
• Work pro-actively to signpost service users to other agencies that can maximise their income.
• Work closely with any advice agency or authorised person acting on their behalf of the debtor.

12.3 Where a tenant or leaseholder is to be recharged after the works are complete an invoice will be sent detailing the actual cost and any payments made against the balance owed.

12.4 When dealing with recharges we will:

• Ensure our letters are clear, customer friendly and designed to encourage payment.
• Ensure tenants or leaseholders are able to discuss their debts in a confidential setting so that we can provide assistance.
• Take into consideration a customer’s ability to pay for services and will confirm any payment arrangements and record these on our accounting system.
• Seek to recover all debts owed and be committed to using legal action, but only as a last resort and when reasonable alternative measures have been exhausted.
• Provide a variety of payment options available, reviewing these methods regularly to ensure value for money, accessibility and customer satisfaction.

13 Charges

13.1 The cost of a rechargeable repair will be a minimum of £45 plus VAT, this covers the cost of the call-out and any initial works. Where a completed repair costs are greater than £45 plus VAT the actual cost of the repair will be charged.

13.2 Tenants will be encouraged to make an advanced pre-payment of £45 plus VAT to cover the call-out and initial works. Tenants who are unable to make the pre-payment will be billed for the cost of works on completion.

13.3 Where a tenant has an existing recharge that has not been paid, pre-payment from the tenant will be required before a non-emergency repair is carried out.

14 Related policies and procedures

14.1 This policy should be read in conjunction with the following:
• Repairs and Maintenance Policy
• Gas Servicing Policy
• Rent and Income Collection Policy
• Equality & Diversity Statement
• Safeguarding Policy
15 **Responsibility**

15.1 Responsibility for the various stages is set out below.

15.2 The Tenancy Services Manager is responsible for:

- Deciding whether a rechargeable repair is a breach of tenancy.
- If there are any exceptional circumstances apply and the recharge should be waived.

15.3 GYN is responsible for:

- Assessing whether a repair is rechargeable
- Ordering rechargeable repairs
- Deciding if a repair is an emergency
- Assessing any immediate health and safety risk and ordering temporary repairs

15.3 The Rent Income Manager is responsible for:

- Taking payments in advance
- Pursuing debts owed on recharge accounts
- Collection of arrears in accordance with our agreed debt recovery procedures. All debts will be considered when determining the level of an acceptable repayment agreement.

16 **Complaints**

16.1 Customers who are not satisfied with the way in which their service has been delivered may use the GYBC Complaints Procedure as detailed in the Complaints Policy. This can be found at:

https://www.great-yarmouth.gov.uk/commentscomplimentsandcomplaints

17 **Review of Policy**

This policy shall be reviewed bi-annually and amended as required.

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<td>GYCH HRA Income Service Manager</td>
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