



# Rechargeable Repairs Policy

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<b>Date</b>	January 2025
<b>Document status</b>	Approved
<b>Date of Review</b>	January 2030

## Contents

1. Introduction.....	3
2. Our Service Standards.....	4
3. Responsibilities of Tenants / Leaseholders.....	5
4. Emergency Repairs Including Out of Hours Work.....	6
5. Tenant and Leaseholders Contents Insurance.....	7
6. Tenants Opting to Undertake Repairs.....	7
7. Tenancy Sustainment.....	8
8. Void Properties.....	8
9. Mutual Exchange.....	9
10. Responsibilities of Leaseholders.....	9
11. Tenants / Leaseholder Alterations.....	10
12. Charges.....	10
13. Action in Default.....	11
14. Exceptional Circumstances and Vulnerabilities.....	11
15. Appeals.....	12
16. Related policies and procedures.....	12
17. Review of Policy.....	12

## 1. Introduction

1.1 Great Yarmouth Borough Council (the Council) recognizes the importance of operating an effective repairs service. We are committed to ensuring our properties and neighborhoods are maintained to a high standard and we carry out any repairs for which we are responsible as a landlord. The Repairs Policy provides details of repairs which we are responsible for and the timescale for completion as well as repairs which are the tenant's responsibility.

This policy covers property in the:

- Council housing property Portfolio
- Leasehold Property Portfolio
- Equinox Property Portfolio
- Temporary Accommodation Property Portfolio

This policy covers all tenants / leaseholders in the above portfolios unless stated otherwise, including communal areas, garages, and outbuildings.

1.2 This policy sets out the approach to repairs for which the tenant/leaseholder is responsible to ensure there is a fair, transparent and consistent approach to when the tenant/leaseholder will be required to pay for repair works. By ensuring that we do not carry out repairs for which the Council is not responsible, the money saved can be used for wider investments in Council homes as well as the delivery of new homes.

1.3 This policy formalizes the approach to repairs set out in the Tenancy Agreement, Tenants Handbook and Repairs Policy and Tenants / Leasehold Alteration Policy and Leasehold agreements. It provides guidance on recharging the cost of repairs undertaken by Great Yarmouth Borough Council either directly or through our appointed sub-contractors. (Our Contractors)

1.4 The cost of a repair will be recharged where the need for a repair is a result of:

- Damage caused either intentionally or accidentally.
- Damage caused by neglect (such as failing to report a repair in a timely way)
- Where that damage is caused by the tenant, a member of their household (including any pets) or a visitor to the property.

In some cases, the tenant may carry out the repair themselves in accordance with the Tenants and Leaseholders Alterations Policy. Any repairs carried out by the tenant/leaseholder must be to the same standard of the Council. A tenant cannot undertake repairs to the electrics of the property, gas/oil pipes or boilers and associated pipework. Permission for a tenant/leaseholder to carry out a repair must be provided in writing by the Council before the works can be carried out (see Tenants Alterations and Improvements Policy ([Tenant Alteration and Improvement Policy](#))).

1.5 The Policy is can also be used for repairs or improvements that tenants/leaseholders wish to have completed to their homes. The Council will effectively manage and complete repair/improvement for the tenant /Leaseholder in line with this policy and the Tenant Alterations and Improvement Policy.

Types of work could be decorating a room, providing additional tiling etc. All works completed will be signed off by an officer with the tenant/leaseholders consent before a recharge is raised. Any disputes over cost or workmanship will be dealt with under the appeals process as stated at clause 15.

1.6 When tenants/leaseholder report a “repair” which is rechargeable, a fixed cost quote for the works including an administration fee to cover staff time will be provided and the tenant/leaseholder will be asked to give consent before the order is raised, this creates an “order” number which will be used in all correspondence.

If the works on site match the reported “repair” the operative completing the repair will confirm this, works that are more substantive than the reported “repair” will attract an additional cost which the tenant/leaseholder will be given a full breakdown of.

It should be noted that where a rechargeable repair is required that effects. resident / building safety it may not be possible to estimate the cost of the repair. at “ordering” stage but the tenant/leaseholder will be advised on the cost within 24hrs. Appeals over costs are still permitted as described at clause 14. The types of repairs such emergency works relate to could be to fire doors / significant leaks etc.).

1.7 A rechargeable repair can be identified when the tenant/leaseholder reports a repair or when a Council officer identifies a repair is needed. When a tenant provides notice to leave their home, an inspection will identify any repairs for which the tenant is responsible for. Should these repairs remain when the keys are returned to the Council, the costs of these repairs will be recharged. When a void inspection is carried out if any extra repairs are identified which are the responsibility of the tenant, including works to clear a property or the garden, these costs will also be recharged.

## **2. Our Service Standards**

- We will operate a timely and effective repair service
- For continuity, the officer raising the recharge will stay the main point of contact for the tenant/ leaseholder for any queries they have about the recharge
- We will be clear about why a repair is rechargeable and the cost of the recharge before the repair is ordered (unless it is an emergency, or the rechargeable repair is identified after the keys to a property are returned).
- We will be clear when a repair must be completed by the Council and not the tenant/leaseholder.

### 3. Responsibilities of Tenants / Leaseholders

3.1 The Repairs Policy ([Repairs Policy](#)) sets out what repairs tenants are responsible for. 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 with the 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.

3.2 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. This list is not exhaustive:

- Willful damage – e.g. replace smashed door or window, DIY which has damaged the structure of the property, ***it is highly recommended that tenants/leaseholders report to the police any vandalism, as all repair works without crime numbers are recharged***
- Neglect – e.g. repairs required because of the action or inaction of the tenant/leaseholder. Examples are rubbish removal, replacing missing keys (including window locks), clearing 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)
- Accidental damage – e.g. to fixture and fittings that require repair or replacement.
- Tenant responsible repairs, locks changed and clearance of items following repossession, transfer or mutual exchange.
- Where damage is being caused to other properties (rented or leasehold/private), due to unreported repairs in either rented or leasehold properties (e.g. water leak causes damage to a lower floor property decoration / electric etc.)
- You could be fully charged for materials, where survey access has been gained by yourselves for replacement elements in your home i.e. kitchens, windows and doors and you then fail to allow access for these elements to be installed. These elements are “made to measure” for your home and cannot be fitted to other properties we own.

## **4. Emergency Repairs Including Out of Hours Work**

4.1 Working hours are defined as 9am-5pm Monday to Friday, evenings, weekends and bank holidays are all classed as outside working hours.

Emergency repairs are anything where time or health safety and security are the most important aspects to protect the property or the occupier. This also includes repairs the Council is obliged to carry out under 'Right to Repair' legislation.

4.2 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 minimize 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 only one WC)
- 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.
- Damaged fire door.

This is not an exhaustive list.

4.3 If the need for a repair is due to the damage/actions or inaction of the tenant/leaseholder (deliberate or accidental), the emergency repair will be rechargeable.

4.4 Where a repair is required as a result of criminal damage, the tenant will be responsible for the costs of making safe the property and repairing the damage unless the tenant:

- Advises when reporting the repair that the need for the repair was the result of criminal damage
- Reports the damage to the police and provides the Council with a police incident number.

4.5 Where damage to a door or window is caused by the emergency services forcing

entry to the property, the cost of the repairs will be rechargeable unless:

- Access was gained because of a medical or emergency
- Access was made in error.

Decisions to waive a recharge made in accordance with paragraphs 4.4 and 4.5 above will be made in accordance with appeals section 14

- 4.6 Where our contractors have visited a property to carry out a standard (non-emergency) repair and discover the work is rechargeable, for example a broken sink the repair will not be undertaken. The tenant will be advised that the repair is rechargeable and the estimated costs of the repair will be provided.

## **5. Tenant and Leaseholders Contents Insurance**

- 5.1 It is highly recommended that tenants and leaseholders take out Home Contents Insurance for their personal property. The policy provides cover for accidental damage to the property allowing a claim to be made through the Home Contents Policy to recover the cost of a recharge. s.
- 5.2 The Council runs a scheme to provide insurance specially tailored to tenants at a reduced cost. The contents insurance will cover items within the home when events happen such as fire, theft or flooding/water damage. Accidental damage, theft of keys and contents in the freezer is also covered. The scheme also offers “new for old” which will replace items at their current costs less wear and tear. There is no cover for wear and tear or mechanical breakdown of items and it is important to ensure the level of cover is sufficient to cover all household items.
- 5.3 The Council insurance scheme allows tenants to pay weekly for the contents insurance. Leaseholders will be billed annually for the current year. The annual billing period will be from November to October, and it will be apportioned where the insurance starts in mid-year. If a payment is missed, the insurance company will not consider a claim unless payments are up to date.

## **6. Tenants Opting to Undertake Repairs**

- 6.1 Tenants have the option of employing their own tradesmen to carry out repairs that they are responsible for. The Tenants and Leasehold Alterations Policy outlines when permission is required to undertake repair works.
- 6.2 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 for all works completed. Certificates should be posted to the Council marked for the attention of Graham Renforth or emailed to [GYHealthandSafety@great-yarmouth.gov.uk](mailto:GYHealthandSafety@great-yarmouth.gov.uk)
- 6.3 If the repair is classed as an emergency the council will carry out the repair to

ensure tenant/leaseholder safety and the cost will be recharged to the tenant/leaseholder.

## **7. Tenancy Sustainment**

7.1 Our Tenancy Services Team work to support tenants to sustain their tenancy. To help ensure tenants are aware of this policy and avoid rechargeable repairs, the Tenancy Services Team will provide guidance and particularly when:

- Undertaking a Tenancy Sign Up Meeting – Staff will provide an overview of tenant responsibilities including how to obtain permission to undertake an alteration to their home.
- Visits to Introductory Tenancies - Within 4 weeks of tenancy commencing and at 6 months.
- Conducting regular Tenancy Support Visits – These visits provide an opportunity to discuss any support needs and identify any concerns with the condition of the property.

## **8. Void Properties**

8.1 The Tenancy Services Team will undertake a pre-void inspection before tenants leave their properties when the tenant serves notice to end their tenancy (NTT). This inspection will 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. In addition to repairs, the inspection provides an opportunity to remind tenants that they will be recharged if the property, garden, outbuildings or any garage are not left clear and tidy at the end of the tenancy. If any items are left, the cost of clearance will be recharged. In addition, if the garden is overgrown, the cost of garden works will be recharged.

The tenant will receive within 5 days of the NTT visit email/written confirmation of the works and costs to be recharged if not completed before they vacate the property.

This will be fully itemized quote for required work.

Tenants have right to reject this “quote” and have the works completed themselves to the council’s required standards (please note that works deemed not to meet council standards will be put right and will still attract a recharge as quoted in part or full).

Tenants have the right to disagree with the contents of the quote (within 5 days of receipt) and ask for an appeal of the costs as described at section 15

8.2 If the keys to a property are returned without notice or when the NTT is served by the tenant, a pre-void inspection will still be carried out and any rechargeable



repairs identified and notified to the tenant.

8.3 At the end of the notice period, a full void inspection will be carried out. If any items identified at the pre-void inspection remain outstanding, the tenant will be recharged. If any other repairs are identified for which the tenant was responsible (as these could not be identified when the property was occupied), they will be recharged.

8.4 Where a tenancy is ended by legal action by the Council it is not possible to carry out a pre-void inspection and so any rechargeable repairs including clearance costs will be identified when a void inspection is carried out. A recharge will be raised within 10 working days of the end of the tenancy.

## **9. Mutual Exchanges**

9.1 When a tenant applies to complete a mutual exchange, the property will be inspected by the Tenancy Services Team and the tenant advised of any repairs required which are the responsibility of the tenant. No Mutual exchange will be approved whilst repairs defined under this policy are required.

9.2 The Tenant and Leaseholder Alterations Policy will apply to ensure all works approved have been completed to the council's standards, outstanding non-approved breaches will need to be resolved before the Mutual Exchange can take place.

9.3 If the repair is classed as an emergency repair or will affect the health and safety of the occupants or not completing the repair will damage the fabric of the building, the Council will complete the repair and recharge the existing tenant.

## **10. Responsibilities of Leaseholders**

10.1 Most repairs to a leasehold property are the responsibility of the leaseholder and the council will not usually undertake this work. Where the repair has an effect on the communal areas and the structure of the building this is the responsibility of the council.

10.2 However, where a repair is required inside the home and:

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

Leaseholders may be able to seek a repair through the Council Repair and Maintenance Service, the costs of the repair will be recharged. The leaseholder will be encouraged to make an advanced pre-payment of £150 plus VAT to cover the call-out and any initial works. On completion of the works leaseholders will receive a final invoice for payment within 28 days minus any pre-payment received.

10.3 Where a leaseholder has an existing charge for a rechargeable repair that has not been paid, pre-payment from the leaseholder will be required before a further non-emergency repair is carried out.

10.4 Charging and collection will be carried out in accordance with this Policy, please note that an administrative fee will be charged in addition to the cost of the repair to reflect the costs of arranging a repair for which the Council is not otherwise required to undertake.

10.5 The need for emergency work to make safe a potentially dangerous situation will over-ride any requirement for leaseholder consultation. This would also apply to any health and safety works such as fire doors or any works that may compromise the safety of the block or its residents.

## **11. Tenants / Leaseholder Alterations**

As a landlord, it is important that we are aware of any plans for alterations and improvements so we can ensure that they are carried out in a way which considers the impact to the property and neighbourhood, as well as the health and safety of people living in or visiting the property/neighbourhood.

It remains the responsibility of the tenant/leaseholder, to ensure that both approved and permitted alterations do not detrimentally affect the property or neighbouring properties. Any approved/permitted alterations made by tenants/leaseholders remain their responsibility to maintain and repair for the duration of the tenancy. For all tenanted properties where alterations have been approved by the council and the works have been completed satisfactorily in accordance with this policy and are in good condition, tenants will not be asked to remove these at termination of tenancy or mutual exchange.

At termination of tenancy, tenants may be asked to remove the alteration if in poor condition or not installed correctly and approved by the Council.

If permission is granted but on inspection it is identified that the works have not been carried out to meet agreed conditions or to required standards, the tenant/leaseholder will be required to carry out further work to rectify this and will be given a reasonable timescale to complete the required works. Failure to do so will result in legal enforcement action being taken against the tenant or leaseholder of which they will be liable for the costs and any additional costs incurred by the council to rectify works that have been carried out to bring the property/garden back to the council's required standard.

## **12. Charges**

12.1 All rechargeable repair costs will be based on the cost of the council completing the repair or carrying out clearance or gardening works. For repair works, the council will use standard cost rates which will be reviewed each year.

Staff time on costs for administration will be added at 10% of the Net repair cost for works under £250 and 8% for works costs above £250. VAT will also be charged on top of the total cost.

Appendix A gives a summary of current recharge costs.

12.2 The cost of a rechargeable repair will be a minimum of £45 plus oncost and VAT, this covers the cost of the call-out and any initial works. Where a completed repair costs are greater than £49.50 plus VAT the actual cost of the repair will be charged.

12.3 Tenants will be encouraged to make an advanced pre-payment of £49.50 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.

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

12.5 In actioning recharges for repairs, the Council will:

- Provide a variety of payment options, reviewing these methods regularly to ensure value for money, accessibility and customer satisfaction.
- Take into consideration a customer's ability to pay and agree an affordable repayment plan for the cost of the repair.
- Confirm any payment arrangements in writing.
- Ensure tenants or leaseholders can discuss their debts in a confidential setting.
- 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.

12.1 All rechargeable works costs will be recharged to the tenant/leaseholder within 30 days of completion of the work.

### **13. Action in default**

Where a repair is identified as being a rechargeable repair, but the tenant is not willing to arrange for the repair to be carried out and will not agree to pay the cost of the repair, the Tenancy Services Team will consider whether action is required in relation to a breach of the tenancy.

### **14. Exceptional Circumstances and Vulnerabilities**

14.1 In agreeing repayment plans for the cost of a rechargeable repair, the Council will take into account the individual circumstances of the tenant/leaseholder and

their household.

14.2 In some exceptional circumstances the decision will be made by a manager not to recharge a tenant/leaseholder for the cost of the repair. Such decisions will be recorded and will take into account:

- How the damage was caused.
- Who caused the damage
- Whether there was any underlying repair issue which contributed to the damage.
- The financial circumstances of the tenant
- Specific vulnerabilities of the tenant or their household.

## **15. Appeals**

Should a tenant/leaseholder disagree with the contents / costs or workmanship for the recharge these will be defined as appeals. Appeals will be considered by a manager who is responsible for the officer who identified the need for a recharge.

All appeal investigations will be completed within 15 working days and the outcome of the appeal will be communicated to the tenant/leaseholder in writing along with the reason for the decision.

If following their appeal, a tenants and leaseholders (including ex-tenants/leaseholders) are unhappy with the appeal process, they can use their right to complain in accordance with the Council's Corporate Complaints and Compliments Policy.

## **16. Related policies and procedures**

This policy should be read in conjunction with the following:

- i. Repairs Policy
- ii. Equality, Diversity and Inclusion Policy
- iii. Tenant Alterations and Improvement Policy
- iv. Corporate Complaints and Compliments Policy
- v. Safeguarding Policy
- vi. Vulnerability Policy

## **17. Review of Policy**

This policy shall be reviewed every five years unless an earlier review is required.