



THE ROYAL BOROUGH OF
KINGSTON UPON THAMES

Rechargeable Repairs Policy

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1. Introduction

1.1. Purpose

1.2. This policy provides details of when the Royal Borough of Kingston upon Thames (henceforth “the Council”) will recharge a tenant, licensee or leaseholder to recover the cost of all rechargeable repairs (examples of which are given in Appendix 2).

1.3. The purpose of the rechargeable repairs function is to ensure that tenants, leaseholders and licensees accept liability for repair items which have been caused by wilful damage or by carelessness/negligence by the tenant/ leaseholder/licensee or his/her family or visitors to their home, including pets, pests and other animals. This will include reinstatement work made necessary by unsatisfactory tenant improvements and the clearance of rubbish left at the property including untidy gardens, but excludes fair wear and tear.

1.4. The intention of this policy is to adhere to our repairs obligations whilst maximising the recovery of costs for rechargeable works from our tenants and to ensure that tenants are made responsible for their actions whilst not causing undue financial hardship.

2. Scope

2.1. This policy applies to all current Council tenants, leaseholders and licensees and any previous tenants, leaseholders and licensees who are liable for repair works, including removal of rubbish, flooring, fixtures and fittings resulting from their previous occupancy.

3. Legislative context

3.1. Tenancy Agreement

3.2. The Lease

3.3. Section 20 Landlord and Tenant Act 1985 (as amended by the Commonhold and Leasehold Reform Act 2002)

3.4. Licence Agreement

4. Policy Principles, Statement and Implementation

4.1. Where a tenant/licensee has other non priority debts with the Council it is expected that the tenant/licensee will pay their rent and Council Tax before any other Council debts

4.2. Linking into the Council's Corporate Debt Policy the ability to pay will be based on the disposable income in proportion to the level of debt, the extent of debts owing to the Council and the fact that Rent arrears and Council Tax

are treated as equal priority debts. The initial intention of arrangements to pay will be to clear the debt(s) as soon as possible and as a rule of thumb, the minimum position as far as the Council is concerned, should be that individuals indebtedness to the Council does not worsen.

- 4.3. The Council will consider the individual circumstances of a household including, but not limited to; the health, social, emotional and financial issues of any member of the household, and where appropriate, exercise discretion in the application of this policy and the recovery of recharges.
- 4.4. In implementing this Policy, Council staff will have due regard to the requirements of its Customer Care and Equal Opportunities Policies.
- 4.5. This policy aims to ensure that all tenants, leaseholders and licensees have information relating to situations in which they will be required to pay for repairs and how this will be enforced.
- 4.6. The tenant, leaseholder or licensee is responsible for the repair of any rechargeable works. If the tenant wants the Council to carry out such work the repair will be made safe or repaired at the first visit.
- 4.7. Tenants, leaseholders and licensees will be given the opportunity to rectify any rechargeable repair works themselves to Council approved standards, unless the disrepair is deemed to be unsafe, in which case it will be made safe at the tenant, leaseholder or licensees expense.
- 4.8. If the tenant, leaseholder or licensee requests that the Council or its contractor carry out the repair works in full, or if the contractor deems this to be necessary, then the cost of the repair and will be recharged to the tenant, leaseholder or licensee.
- 4.9. The cost of the Repair may include a reasonable administration fee. Which is currently 10% of the cost of the recharge, up to a maximum of £50.00
- 4.10. Unless there is an immediate safety concern, the tenant, leaseholder or licensee should be asked to complete Rechargeable Repairs Agreement prior to repairs being carried out. Failure to complete the agreement does not relinquish the tenant, leaseholder or licensee of liability for the repair or its costs, including the administration fee. See Appendix 1 for the Rechargeable Repairs Agreement.
- 4.11. The Council may also charge the tenant, leaseholder or licensee for breaking into the property, broken or damaged sockets, loose wires, any other repair that is not deemed to be fair wear and tear, missed appointments and spurious calls including, but not limited to, exaggerating the urgency of works or giving false information.

- 4.12. The Council may invoice the tenant, leaseholder or licensee for damage caused to other properties. This includes deliberate damage as well as damage caused by disrepair in the tenant, leaseholder or licensee's property, for example water damage caused by a leak.
 - 4.13. The Council will endeavour to identify rechargeable repairs in advance and advise the tenant, leaseholder or licensee of such before repairs are carried out. However, the Council reserves the right to recharge the tenant, leaseholder or licensee in hindsight if the nature of the rechargeable repair becomes apparent after the works have been carried out.
5. HandyMan service
- 5.1. There is a Handyman service available to residents living in sheltered accommodation as well as those that are over the age of 65 or have disabilities or vulnerabilities throughout the borough. This service may be able to provide assistance with small household tasks. For more information please call 0208 547 5003 or go to our website [Handyman service | Support for older and vulnerable people | The Royal Borough of Kingston upon Thames](#)
6. Policy Statement
- 6.1. The Council is committed to providing an effective property maintenance service and to fulfil its repairing obligations, ensuring that tenants, leaseholders and licensees are encouraged to take responsibility for the maintenance and cleanliness of their homes in accordance with their responsibilities under their Tenancy Agreement, Lease or License.
 - 6.2. The Council requires that tenants pay for repairs to their home if damage has been caused by either a deliberate act or negligence where the damage has been caused by the tenant, leaseholder or licensee or his/her family or visitors to the home. This includes reinstatement work made necessary by unsatisfactory tenant improvements and clearing rubbish left at the property, but excludes fair wear and tear.
 - 6.3. Where damage has been caused as a result of a deliberate act, action against the tenant may be taken.
 - 6.4. Where damage has been caused by a third party outside the tenant, leaseholder or licensee's household, family or visitors, the Police have been informed and a crime number issued, the tenant, leaseholder or licensee may not be recharged. They should provide the Council with a full police Crime Reference Number. However, the Council reserves the right to investigate such circumstances and may impose a recharge if it considers it reasonable to do so.

- 6.5. If the third party is identified, action may be taken.
- 6.6. Rechargeable works include all items that are broken or damaged that cannot be attributed to fair wear and tear. Typical examples of rechargeable works are:
 - 6.6.1. Wilful damage – e.g. Damaging a door or window
 - 6.6.2. Neglect – e.g. failing to clear a blocked sink, drain or bath
 - 6.6.3. Clearance – e.g. items not removed when vacating the property, including flooring and carpets
 - 6.6.4. Vandalism – e.g. graffiti or damage to walls and holes in doors
 - 6.6.5. See Appendix 2 for further examples of rechargeable repair works.

7. Policy Implementation

- 7.1. Conditions of tenancies, leases and licences detail landlord and tenant responsibilities and obligations with regard to repair and maintenance of properties.
- 7.2. Council staff will ensure that tenants, leaseholders and licensees are made aware of their responsibilities in relation to the maintenance of their home when signing their tenancy agreement, lease or license.
- 7.3. Tenants, leaseholders or licensees will be given the opportunity to rectify any works themselves to Council approved standards, unless there is good reason not to, which will be at the discretion of the Council.
- 7.4. The Council may identify rechargeable repairs following an inspection of the property, including but not limited to:
 - 7.4.1. costs arising due to reinstating any unauthorised or unsatisfactory alterations or improvements;
 - 7.4.2. costs arising due to electrical or other faults or fires caused by the tenant, leaseholder or licensee or their family or visitors;
 - 7.4.3. costs arising due to damage caused to the property as a result of the lawful execution of a warrant by the Police and/or other authorised body;
 - 7.4.4. costs incurred by unnecessary call-outs by the tenant, leaseholder or licensee to the Out of Hours Repairs Service;
 - 7.4.5. costs resulting from gaining access to the property on the tenant's, leaseholder's or licensee's behalf as a result of lost or forgotten keys;
 - 7.4.6. costs resulting from gaining access to the property and making good for the purposes of carrying out periodic compliance checks, e.g.

Landlord Gas Safety Record, Electrical Installation Safety Certificate

- 7.4.7. costs arising due to the removal of rubbish from the property and/or garden; This may include items left in communal fire safety areas.
- 7.4.8. any other costs arising from negligence or malicious action by the tenant, leaseholder or licensee or their family or visitors to their home.
- 7.5. Replacement of damaged fixtures and fittings should be on a like for like basis, or the appropriate standard in place at the time. However, should the Council decide to upgrade to a higher specification where improvement works are programmed to take place in the current or following financial year, the amount recharged will be for the cost of a standard 'like for like' replacement.
- 7.6. Emergency or urgent repairs will not be delayed whilst liability is being established and these repairs will be made safe within appropriate timescales.
- 7.7. Where the Council carries out a rechargeable repair the tenant, leaseholder or licensee will be expected to sign to say that the repair has been completed where this is not possible our representatives will take a photo of the repair that has been fixed.
- 7.8. Where the tenant, leaseholder or licensee seeks consent to carry out the work themselves work should be completed within 25 working days of the repair being reported or any shorter period which the Council may specify. A quality check may be carried out of these repairs by the Council. If the repair is not carried out within the agreed time limit then the Council reserves the right to carry out and recharge for the works.
- 7.9. If the repair is deemed to be an emergency or urgent and is a threat to the health and safety of the tenant, leaseholder, licensee or others, or is likely to cause further damage to the property or adjoining properties, then the tenant, leaseholder or licensee may not be given an opportunity to carry out the work themselves. The Council reserves the right to undertake a full inspection of works undertaken by residents.
- 7.10. When a tenant, leaseholder or licensee is permitted to carry out the work, they should immediately make safe and undertake repair/replacement works within Council repair timescales or any shorter period which the Council may specify. Failure to do so may result in the Council undertaking the repair and recharging the tenant, leaseholder or licensee accordingly or taking appropriate action for breach of tenancy, lease or license.
- 7.11. Where tenants or licensees are moving property, the Council will endeavour to identify rechargeable repairs at the pre-void inspection and notify the tenant or licensee of any rechargeable repairs that need to be carried out

prior to termination of the tenancy. Any rechargeable repairs outstanding once the property is vacated will be repaired by the Council and recharged to the outgoing tenant or licensee. This may include the cost of cleaning and clearing properties and gardens and an administration fee.

- 7.12. The Council will notify the tenant in writing, to the forwarding and/or last known address, as soon as reasonably practicable of any rechargeable repairs, or in any case within 18 months of incursion of the cost, as specified in the Landlord and Tenant Act 1985, s20B.
- 7.13. Where the tenant is taking part in a mutual exchange, the Council will identify any repairs prior to the exchange and the property will be exchanged in the condition it is in. Any rechargeable repairs found in a property following a mutual exchange will be the responsibility of the incoming tenant.
- 7.14. If a tenant or licensee or a member of their household, or a visitor causes damage to the property this is a breach of tenancy/license and the Council may take further legal steps such as seeking an injunction, possession proceedings and/or action to recover all costs incurred in respect of a rechargeable repair.
- 7.14.1. Examples of this are:
- Where actions by a tenant or licensee pose a risk to people or property, such as unauthorised alterations or alterations to the gas or mains electrical supply
 - Where damage is wilful and extensive
 - Where there has been a history of neglect over a period of time
- 7.15. The Council will write to the tenant, leaseholder or licensee with details of recharges and how to seek review of them. This correspondence will include information on the ability of the tenant, leaseholder or licensee to seek legal advice and representation.
- 7.16. The Council expects the invoices to be paid within 30 days of the receipt of the invoice. Council officers have the discretion to negotiate payment terms in cases of severe hardship, where the tenant, leaseholder or licensee cannot pay the total amount at one time. Contact details to discuss repayment plans will be attached to the invoice.
- 7.17. In cases of financial hardship it may be possible to set up a payment plan with the Council. Any objections to the recharges and/or details of extenuating circumstances must be made to the Council in writing within 30 days of the date of the invoice. Any payment plan or decision to waive recharges is made entirely at the discretion of the Council.
- 7.18. The decision to waive recharges will be made by a senior housing officer not originally involved in the agreement to levy a recharge on the tenant,

leaseholder or licensee.

7.19. Where a forwarding address has not been provided or is not correct the Council may engage tracing agents on their behalf in order to locate a current address for anyone owing monies to the Council.

7.20. Unpaid rechargeable repair debts may impact on: a tenants/ leaseholders/ licensee's ability to rent a garage or take part in a mutual exchange, or exercise the Right to Buy with RBK. It may also impact on the tenants/ leaseholders, licensees ability to obtain credit in the future if a County Court judgement is requested.

8. Governance & Responsibility

Policy Owner Lead Officer Housing Repairs and Maintenance

Version Number 5

Appendix 1 - Rechargeable Repairs Agreement

Name	
Address	
Phone number	
Works order number	
Work(s) requested	(continue overleaf, if necessary)
Estimated cost of works	£
<p>I agree that the works requested are my responsibility. I request that the Council, or whichever [sub]contractor the Council chooses, carry out these repairs on my behalf. I agree to pay the full cost of the works listed above, the administration fee and any other rechargeable works required that may become apparent after these works begin. I understand that I am liable for these costs and that the Council may pursue legal action if I fail to pay the invoice in full.</p> <p>I understand that if the Council decides the above works, or part of them, are deemed to be fair wear and tear then I will not be charged for the applicable (fair wear and tear) works.</p>	
Print name	
Signature	
Date	
Officer name	
Officer signature	
Date	

Works requested continued....

Appendix 2 - Rechargeable Works

Rechargeable works include all items that are broken or damaged that cannot be attributed to fair wear and tear. This includes, but is not limited to:

- replacing a toilet seat
- unblocking a sink, wash-hand basin, bath, shower or toilet
- resetting a trip switch, i.e. a miniature circuit breaker (MCB) or residual current device (RCD)
- changing a luminaire, i.e. striplight, lamp or light bulb
- easing and adjusting a door
- replacing a door knob or handle
- replacing a door mortice latch/lock
- replacing a lock cylinder
- replacing a lock
- replacing a window lock
- fitting or replacing a security chain
- repairs to or replacement of glazing
- setting heating controls
- cleaning of black mould
- refitting or replacement of kitchen cabinet doors and drawer fronts
- replacement of damaged kitchen worktops
- replacement of broken or damaged electrical fixtures and fittings
- damage to vinyl floor covering
- broken or damaged glazing
- broken or damaged sanitary ware
- broken or damaged bathroom fixtures and fittings
- broken or damaged kitchen fixtures and fittings
- dwelling pest control
- replacement or repair of damage to joinery, including doors, door frames, skirtings, architraves, window frames, window board and stair components
- replacement of fencing, including gates
- clearance of drainage and rainwater gullies
- replacement of non-standard Council fixtures and fittings
- any repairs that relate to electrics, gas, heating or water leaks
- any items that are deemed to have been damaged through abuse