



THE ROYAL BOROUGH OF
KENSINGTON
AND CHELSEA

Housing Management

Repairs Recharge Policy

February 2020

ACTION	DATE
Version	V1
Valid from [or Last Reviewed]	February 2020
Author	Repairs quality assurance manager
Responsible Officer	Repairs quality assurance manager
Approval by	HMT
Review date	January 2025
Equality Impact Assessment	N/A

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HOUSING MANAGEMENT – REPAIRS RECHARGEABLE WORKS POLICY

1 INTRODUCTION

- 1.1 RBKC works to maintain managed properties in a high standard of repair. Most works carried out by RBKC are required because of the wear and tear or aging of properties over time and are the responsibility of the Landlord.
- 1.2 However sometimes repairs are needed because of damage or changes made to properties by residents without RBKC' permission. In these cases, RBKC will “recharge” the person responsible; we will require them to pay for the cost of repairing the damage.
- 1.3 This policy also considers repairs that are needed due to the action of others (for example the police) and cases where we must make good poor work carried out by a contractor employed by a resident. The following documents may be relevant to the interpretation of this policy in specific cases:
- Relevant tenancy agreement,
 - General repairs and maintenance policies,
 - Transfer policy,
 - Termination of tenancy policy,
 - Write off policy,
 - Services for older people, people with disabilities and special needs policy
 - Former tenant arrears policy
- 1.4 We may provide additional services including small maintenance support via our handy person and other programmes, to which this policy will not necessarily apply.

2 AIMS

- 2.1 To provide a fair and transparent framework in which the cost of work for which RBKC is not responsible is paid by the appropriate person or organisation, in order to ensure that these costs are not an unnecessary call on resources that would otherwise be available to provide services to the wider resident body.

3 POLICY STATEMENT

- 3.1 RBKC will carry out all repairs as required by law (including statutory obligations such as those arising from Section 11 of the Landlord and Tenant Act 1985) and our regulators. However, our tenants are also responsible for keeping their homes in good condition. Our tenancy agreement outlines which

repairs will be carried out by RBKC and which are the responsibility of the tenant. This is also explained in the tenants' handbook.

4 RECHARGEABLE WORKS

4.1 Except in limited circumstances we will not carry out work beyond that required by the tenancy agreement. This policy applies in circumstances where we are required for other reasons, or requested, to carry out such works including:

- situations where the repair is necessary to avoid damage to the property, or
- situations where the repair is necessary to protect the health, safety or security of the tenant and other inhabitants, or
- where vulnerable tenants request a repair (see below) or
- fixing abuse, neglect or damage caused (or allowed to be caused) by the resident, their appliances, other household and family members, visitors to the property and other parties (such as the police)

4.2 The first two categories above are defined as “Essential Chargeable Repairs”, while the second two categories are defined as “Non Essential Chargeable Repairs”.

4.3 In cases where we undertake repairs which are not our responsibility we will:

- Wherever possible advise the resident that the work is liable to be rechargeable when the request is received and details of the cost.
- Ask the resident to pay the full price of these repairs plus any related costs (such as those arising from gaining entry should this be necessary) plus an administration charge. The calculation of the standard administration charge applied to all rechargeable works may be varied at the discretion of RBKC management.
- If we are attending to repairs resulting from the serving of a statutory building notice on us and it is found that the notice served arises from the resident's actions, we will recharge the full cost of the works, plus any other costs associated with discharging the notice, plus administration costs.
- Normally we require the resident to pay for the works in advance (or the work may not be done). This requirement may be waived in the case of Essential Chargeable Repairs, but an advance contribution may be required with a written agreement to pay the balance owed within a specified period.
- No delay: Essential Chargeable Repairs. In these cases, costs will be provided in advance if possible, if not the resident will be provided with a full breakdown of costs and how to pay as soon as possible after the work is completed.

- 4.4 As an exception to the general principle that we will recharge for repairs that are legally the responsibility of the resident, where a valid crime reference number can be provided for an event (for example a broken window, or lock change following theft of keys), we will undertake the necessary work without charge to the resident, and will pursue a third party if possible.
- 4.5 Examples of items which RBKC would not normally take responsibility for are attached at Appendix 1.
- 4.5 We have a responsibility to undertake annual gas servicing and similar works, which require us to enter tenants' homes and perform checks. In some cases, residents refuse to provide access for us to undertake these checks and we may either force entry to the property or go to court to gain entry to the property.
- 4.6 Where we incur additional costs in ensuring we can undertake gas servicing or other safety related or other emergency works as required we will recharge these to the tenant as set out in this policy.

5 REPAIRS REQUIRED AFTER TENANCY TERMINATION

- 5.1 In practice there are different approaches to recharging tenants depending on whether the repair is identified when the tenant is currently, and intending to continue, living in the property or whether the repair is identified as part of the tenancy termination.
- 5.2 We will help tenants manage tenancy termination repairs by carrying out a pre-vacation inspection which will inform the tenant of what work they need to arrange before leaving the tenancy. We will provide residents with written advice regarding the condition in which they must leave their properties in order to avoid possible recharge.
- 5.3 It will not always be possible for us to issue a full list of requirements at this stage because of the difficulties of undertaking inspection in an occupied home and the further possibility of damage being caused in the home following inspection. In all cases we will be as accurate as possible, however we reserve the right to charge for repairs not identified at the inspection.
- 5.4 Work that the former tenant is responsible for includes but is not limited to:
- Cleaning and removal of rubbish left behind after the tenant has moved.
 - Re-instatement where the former tenant has left the property in a condition that breaks the terms and conditions of their tenancy agreement.
 - Repairs that are beyond normal wear and tear, such as damage by children or pets to internal fixtures and fittings.
 - More extensive works resulting from the tenant failing to carry out routine repairs they are responsible for under the terms of the tenancy/management agreement or the failure to report repairs which are the landlord's responsibility.

- Corrective work before a re-let resulting from the tenant carrying out alterations or DIY of a poor standard whether the tenant has received written permission to carry out the alteration.
- Corrective work before a re-let resulting from the tenant carrying out alterations which breach statutory requirements.
- Change of lock after a forced entry.
- Storing and/or removal of the tenants' belongings including the rental of a garage for storage following repossession in accordance with legal requirements to store evictee's belongings.

5.6 This policy applies to any ancillary buildings or land let to tenants or other customers, such as cycle sheds and garages, whether let as part of a residential tenancy or otherwise.

5.7 Where the repair is part of the tenancy termination the costs of the repairs will be raised on the former tenant account and pursued as a former tenant debt. In all cases we will seek to recoup any legal costs in pursuing the debt from the former tenant.

5.8 If the tenant has failed to reinstate the property to a satisfactory standard prior to vacation RBKC reserves the right to withdraw any offer of alternative accommodation that may have been made.

6 PREVENTION

6.1 Due to the difficulty and cost-inefficiency of collecting recharges, we will endeavour to minimise the occurrence of rechargeable repairs by explaining our policy and the alternatives available to residents when a rechargeable item is likely to arise. This will apply particularly prior to a property becoming void (although all employees visiting RBKC properties should normally advise residents of defects that may be rechargeable and take the appropriate action).

7 INSPECTION

7.1 Should a resident choose to organise the necessary work themselves, an inspection should be undertaken subsequent to the works being completed where appropriate, to ensure that a satisfactory standard has been achieved. Should more than one inspection be necessary, or the extent of the remedial works necessitates a lengthy or specialised inspection, we may recharge the cost.

8 RECHARGING NON-TENANTS OR RESIDENTS

8.1 In all cases where rechargeable repairs are required, we seek to recoup costs from the most appropriate source, that is the person who is responsible for RBKC incurring the debt. Where it is evident that damage has been caused

(or where repairs are required following) action or inaction by someone other than the tenant (e.g. the resident of a neighbouring property) then we will pursue the other party for the cost of repairing the damage.

8.2 Where the police have caused damage in the course of their operations by forcing entry to a property, we will seek reimbursement for the cost of repairing this damage from them.

8.3 Where we are not able to claim through a third party, we may make a claim under our insurance (for example vandalism, damage by third parties and minor storm or flood issues). In making a decision, we will consider:

- if all costs have been recovered,
- if there is an opportunity to claim through a third party,

9 VULNERABLE TENANTS

9.1 The purpose of this policy is to ensure that all residents are treated fairly in respect to the cost of works which we must undertake that would normally be the responsibility of an individual resident, and that where appropriate these are recharged to the resident requiring the works (or other appropriate third party). However, RBKC recognises that some residents are not able to undertake jobs around the home for health or other reasons and may not be able to access other support or assistance. This policy is therefore also intended to ensure that these or other more “vulnerable” residents are not unfairly disadvantaged.

9.2 As outlined above, we may undertake repairs beyond that required by the tenancy agreement for our vulnerable residents on request, and where appropriate after explaining the other options available. Vulnerability for the purposes of this policy is defined as relating to a person who is vulnerable as a result of old age, mental, physical or learning disability, or illness or other special reason, or otherwise in any vulnerability policy that we may produce.

9.3 Being a member of a vulnerable group (such as the elderly) does not necessarily mean the tenant is vulnerable, however it is an indication that vulnerabilities may be present, and we should always determine whether this is the case.

9.4 Where the tenant who is liable to pay for the rechargeable repair is vulnerable the Principal Surveyor has discretion to waive the costs. This is not intended to be a right in every case, and each will be reviewed on its merits and in conjunction with the principles outlined in the Write Off Policy.

10 MITIGATING CIRCUMSTANCES

10.1 Each case will be reviewed on its own merits and RBKC will wave recharges to tenants on the grounds of extenuating circumstances, vulnerability or health

issues relating to the individual or their dependents in accordance with the recharge policy. The final decision in relation to this will be made by the Head of Repairs in consultation with the relevant Neighbourhood Officer/Manager.

11 DISCRETIONARY CIRCUMSTANCES

11.1 Each case must be assessed, and discretion may be exercised, depending on the circumstances affecting the individual case. Whilst the categories detailed below are not exhaustive, they represent the main headings where discretion can be exercised, and a recharge waived in part or in full:

- Vulnerable People (Age, health, disability, floating support etc). If the rechargeable repair has occurred as a direct result of the persons vulnerability, then the charge may be waived.
- Domestic Violence. A recharge may be waived if as a result of a domestic violence incident the occupant's safety and security is at risk e.g. Lock changes.
- Vandalism. Rechargeable repairs costs may be waived where the repair was as a result of vandalism and it has been reported to the police and has a Crime Incident number e.g. broken windows. Where a person is identified as causing damage as a result of vandalism, they (or their parent/guardian) will be invoiced for the cost of repair.
- Contents Insurance/accidental damage. Certain repairs to fixtures and fittings are caused as a result of accidental damage and would therefore be covered under RBKC Insurance policy. These items would therefore not be included on any tenants' own contents insurance e.g. New bath or forced entry by the emergency services acting upon the information of others.
- Transfers. Rechargeable repairs found as a result of transfer inspections may be waived if the transferring tenant is considered vulnerable and the recharge has occurred as a direct result of the person's vulnerability.

11.2 For the purposes of this policy a vulnerable person is defined as being a person who:

- Has a physical or sensory disability
- Is physically frail or has a chronic illness
- Has a mental illness or dementia
- Has a learning disability
- Is old and frail
- Has social or emotional problems

11.3 For a recharge to be waived on the grounds of vulnerability the recharge must have arisen directly as a result of the person's vulnerability, such as a person suffering from epilepsy having a seizure and falling damaging a bath panel, radiator or door panel.

- 11.4 Whilst the recharge to the tenant may be waived, the cost of the necessary works still needs to be highlighted and booked to the relevant budget (Vulnerability budget or responsive repairs budget) or recorded as an uninsured loss where the repair is deemed coverable under the organisation's building insurance and is under the excess limit. Therefore, the procedure laid down for waiving recharges needs to be followed in all instances thereby allowing the respective budget holders to be able to manage their budgets.

12 CALCULATION OF RECHARGES

- 12.1 When calculating the cost of rechargeable works, we will either obtain the costings from the standard list of rechargeable repairs (Appendix 2) which will be reviewed annually or if the type of repair is not included in the list, we will obtain an estimated cost of the job from the appropriate Schedule of Rates.
- 12.2 On occasions such as the replacement of major items e.g. Baths, WC's etc, RBKC will need to take account of 'Wear and tear' prior to finalising the rechargeable costs. For example, a 20-year-old bath close to its replacement date would not be recharged at full cost. The appropriateness and the level of wear and tear allowance to be determined by the Quality Assurance Manager or Head of Repairs.
- 12.3 For the purposes of the above assessment the property component life expectancies shall be in line with the assumptions used in the current version of the company Asset Plan.
- 12.4 When recovering the cost of rechargeable repairs an administration charge of £20.00 inc VAT is included and separately detailed on the invoice. The administration charge is the estimated staff costs involved in raising an invoice and has been approved by the Repairs and Maintenance Service Voice.

13 PAYMENT METHODS

- 13.1 After a rechargeable repair has been highlighted and the costs have been established RBKC will contact the person due to be recharged. If as a result the recharge is agreed to and acceptable arrangements to pay are made, or payment is made in full, up front, then the organisation will not raise an invoice and will waive the administration charge detailed in 12.4 above.
- 13.2 Staff will have discretion to agree payment arrangements which are fair and reasonable, given the level of recharge and the circumstances of the tenant. Whilst payment is maintained as agreed, no invoice will be raised, or administration charge applied. The aim will be to incentivise prompt payment without penalising those on lower incomes.

- 13.3 If an invoice is deemed necessary, finance will aim to send it out within 30 days of the work being carried out and the following information will be contained on it.
- Rechargeable repairs itemised (Work carried out, date work carried out & cost of works).
 - Administration and VAT charges separately itemised out.
 - Contact Name and telephone number.
 - Invoice Number and date.
 - Payment due date.
 - Methods of Payment available to tenants.
- 13.4 RBKC recognises that in some circumstances, repayment of charges in full would cause excessive financial problems for the tenant. With this in mind and with prior agreement with the organisation's Finance department, a reasonable and affordable payment of the debt, by instalments can be arranged.
- 13.5 The methods available for payment of recharges are the same as with payment of rent:

14 RECOVERY / COLLECTION

- 14.1 Outstanding recharges will be monitored and pursued. If the recharge remains unpaid, then RBKC will take appropriate action, which may include legal action being pursued or debt collection agencies being employed.
- 14.2 Furthermore any outstanding recharges will remain detailed on the rent account and will be taken into consideration when:
- Request for Transfers/ or Exchange – Tenants will be required to pay any outstanding recharges prior to being allowed to transfer into a different or exchange into or out of a property.
 - Applications for re-housing with RBKC from previous tenants who have outstanding recharge bills will be assessed in the normal way, taking account of the housing needs and circumstances of the individual, including any payment history relating to the outstanding recharge. This may result in the application being placed in the copper band of the Housing Register until payment of the recharge has been made or a satisfactory payment history has been established.
 - If a Right to Buy or Right to Acquire application is made by a tenant with an outstanding recharge, then the recharge should be settled prior to the application being processed.

15 SERVICE STANDARDS

15.1 Recipients of recharges through the adopted policy and procedures can expect the following service standards from RBKC:

- Notification of the intention to recharge via phone or written communication will be given as soon as possible but within 14 calendar days of the missed appointment, repair / void inspection.
- We will aim to issue recharge invoices within 30 days of the work being completed.
- Ensure that they are treated in a polite and courteous way and that all dealings are carried out in a professional manner
- Communication with tenants and service users will be available in multiple formats and in 'plain language' and should be clear in all circumstances who the officer to contact is in case of queries.
- Alternative methods of payment will be notified to all recipients of recharges.

16 MONITORING / PERFORMANCE INDICATORS

16.1 In order to comply with its service standards and evaluate the success of its rechargeable repairs' procedures, RBKC will carry out monitoring in the following areas:

- Number of Rechargeable repairs carried out (split between different categories e.g. Voids, Responsive repairs etc).
- Cost of rechargeable repairs
- Income received from rechargeable repairs / recovery rate.
- Number of disputes arising from rechargeable repairs.
- Length of timescales involved in the different stages of administrating the recharge process.

16.2 The monitoring data will be collated and administrated by Repairs. Information will be collected on a spreadsheet and will be held on a central internal drive.

17 APPEALS AND COMPLAINTS

17.1 Anyone in receipt of a recharge has the right to appeal against it, whether it is with regards to the validity of the recharge or the actual amount being charged. In order for the appeal to be considered it must be made within 90 calendar days from the date of the recharge notice. The appeal will follow RBKC's official complaints procedure.

18 EQUALITY AND DIVERSITY

- 18.1 RBKC undertakes all work under this policy in accordance with the Equality and Diversity Policy, ensuring that appropriate advice and assistance is given to those disadvantaged in the community, and that adequate translation and interpretation facilities, large print material, Mincom, induction loops etc are available.
- 18.2 This policy will ensure that customers are treated fairly and consistently and minimise the potential for discriminatory decisions or behaviour.

19 TRAINING AND PROMOTION

- 19.1 RBKC will ensure tenants are aware of their responsibilities for maintaining their properties:
- At sign up when explaining tenancy conditions and the tenant's responsibilities,
 - Through targeted publicity such as repairs handbooks or leaflets, and
 - Through planned inspections, electrical inspections, annual Landlord Gas Safety Record inspections or pre-inspections during reported responsive repair visits.
- 19.2 Relevant staff will be trained in this policy and the processes and procedures supporting it through team training and regular one-to-ones and supervision sessions.

20 VALUE FOR MONEY

- 20.1 RBKC will seek to recoup economic charges from residents who are using our services where this is consistent with our wider responsibilities for neighbourhood management. Performance monitoring of this policy will be targeted toward identifying service improvements (either for information and advice for tenants, process or policy) which will reduce the outstanding amount of charges, reduce the cost of administering, reviewing or undertaking rechargeable repairs or increase efficiency in dealing with repairs recharges.

APPENDIX 1

Likely rechargeable repairs in Occupied Dwellings

In addition to the items specifically listed in the tenant agreement the following repairs are not normally the responsibility of RBKC:

1. Correcting alterations/repairs carried out by a tenant which are deemed by RBKC to be of an unacceptable standard.
2. Unauthorised building alterations.
3. Damage within properties and vandalism where the offender is known and there is sufficient evidence to pursue a legal action for criminal damage, if necessary. The cost of damage caused by children will be recharged to their parents.
4. Unblocking of sinks and toilets.
5. Unblocking of drains blocked by the tenant.
6. In some cases (for example in blocks of flats) we may unblock sinks, toilets and/or drains when the cause of the blockage is unidentified, however we reserve the right to charge for these works if the tenants' lifestyle, direct action or lack of action has caused the problem.
7. Damage to the fabric of the building, fixtures and fittings and furniture (where provided) by the tenant, tenant's family or visitors.
8. Glass broken by the tenant, any member of their household or anyone visiting the tenant's home.
9. Replacement of keys, fobs and locks where the lock is not faulty (e.g.: where keys have been lost). Damage to door entry handset, wiring etc.
10. Re-entry to the property where a tenant has locked themselves out.
11. Replacement of light bulbs or fluorescent tubes
12. Re-instatement of properties including (for example) replacement of non-standard electrical fittings and testing where appropriate when a tenant vacates a property
13. More extensive works resulting from the tenant failing to carry out routine repairs under their tenancy agreement or to report repairs which are the landlord's responsibility.
14. Any damage caused by the tenant's appliances, such as leaking washing machines.
15. Fumigations and needle sweeps.

APPENDIX 2

JOB	TYPE	COST	ADMIN	TOTAL (NET)	VAT	TOTAL
Call Out Charge		£50.00	£16.67	£66.67	£13.33	£80.00
Abortive Call Tenant Responsibility		£50.00	£16.67	£66.67	£13.33	£80.00
Gain Access		£33.33	£16.67	£50.00	£10.00	£60.00
New Lock	Epu - Suited Lock	£76.66	£16.67	£93.33	£18.67	£112.00
New Lock Including Gain Access	Wood/Upvc/Shed	£50.00	£16.67	£66.67	£13.33	£80.00
New Lock To Front And Rear Door	Wood/Upvc/Shed	£75.00	£16.67	£91.67	£18.33	£110.00
New External Door Including Boarding	Wood	£266.66	£16.67	£283.33	£56.67	£ 340.00
	Ext Flat Fire Door	£235.00	£16.67	£251.67	£50.33	£ 302.00
	Int Fire Door	£95.52	£16.67	£112.19	£22.44	£ 134.63
New Door Panel - Half	Wood/Glass/Upvc	£41.66	£16.67	£58.33	£11.67	£70.00
New Door Panel - Full	Wood/Glass/Upvc	£137.50	£16.67	£154.17	£30.83	£ 185.00
Reglaze Including Boarding	Upvc	£45.83	£16.67	£54.17	£10.83	£65.00
Renew Window Catch	Wood/Upvc	£37.50	£16.67	£62.50	£12.50	£75.00
New Internal Door	Flush	£66.66	£16.67	£83.33	£16.67	£100.00
New Bath		£316.66	£16.67	£333.33	£66.67	£400.00
New Wc - Pan Only		£66.66	£16.67	£83.33	£16.67	£100.00
New Hand Wash Basin		£75.00	£16.67	£91.67	£18.33	£ 110.00
Blocked Wc		£50.00	£16.67	£66.67	£13.33	£80.00
Supply And Fit Taps		£84.71	£16.67	£101.38	£20.28	£ 121.66
Bath Panel (Full)		£59.37	£16.67	£76.04	£15.20	£91.24
Electrical						
Drilled Through Electrical Cable		£108.33	£16.67	£125.00	£25.00	£ 150.00
New Fob Key And Reprogramme		£23.33	£16.67	£40.00	£8.00	£48.00
Bathroom 2d Light Replace Lamp		£26.22	£16.67	£42.89	£8.58	£ 51.47
Diffuser (Cover For Kitchen Tube)		£20.86	£16.67	£37.52	£7.50	£45.02
Heating						
No Heating - Heating Controls Switched Off/Thermostat Turned Down Too Low		£37.50	£16.67	£54.17	£10.83	£65.00
Rehang Radiator (Pulled Off Wall)		£37.50	£16.67	£54.17	£10.83	£65.00