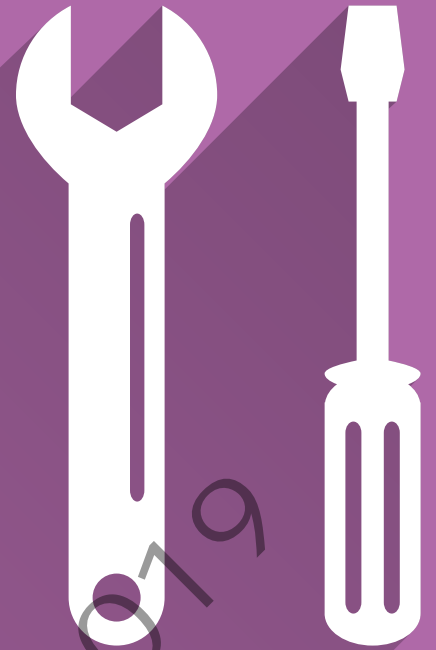




Rechargeable Repairs Policy



2nd Proof - 19 Nov 2019





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Introduction

Welcome to the Housing Repairs Service, Perth & Kinross Council's repairs and maintenance service.

We carry out around 29,000 repairs, alterations and safety checks on Council homes every year. Because we carry out so many jobs and each one matters to us, it's important that you know the type of repairs we're responsible for and the repairs that you, our tenants, are responsible for.

This policy underpins the principles of our Responsive Repairs Policy and aims to ensure that there is a clear and consistent approach to recharging tenants for repairs that they are responsible for during their tenancy.

Tenants are currently recharged for the cost of repair work arising from misuse or negligence in order to:

- *consistently meet the conditions of the Scottish Secure Tenancy;*
- *deter misuse and negligence of Council property by existing and future tenants;*
- *ensure that the Housing Service does not subsidise repairs that it is not responsible for;*
- *maintain an affordable repairs service that provides value for money.*

Principles

We will apply our recharges using the following principles:

- *Charges must be **fair** and **accurate**.*
- *Charges must be supported by sufficient documentary **evidence** to clearly identify the scope of, and reason for, the rechargeable work required.*

- *Payment should be taken in advance of completing the repair, where possible, from tenants before **issuing a works order**.*
- *Decisions on recharging should be consistent, but certain staff members, eg Repairs Officer and Repairs Co-ordinators can exercise discretion in exceptional circumstances. Advice from Locality Team staff should be sought before a decision is made.*
- *Tenants who are to be recharged should be told the reasons why as early as possible in the process.*
- *The Sales Ledger invoice process should be administered within 20 working days of details of completion of works being received.*

Reasonable Charges

Before a recharge invoice is sent, **all** individual charges should be checked by the Repairs Centre team to ensure that they are reasonable. If required, further consultation with a Repairs Inspector may be necessary for clarification. **Section 5** details examples of the most frequently identified recharges and their associated costs.

Charges for work identified on the initial order should normally stand, but an invoice may contain associated charges for jobs not specified on the original works order. We will always consider whether it is reasonable to recharge these costs. We will always check the itemised charges are accurate.



What is Rechargeable?

One of the key objectives for the Housing Repairs Service is to ensure complete consistency in making recharge decisions.

When you ask us to carry out a repair that you are responsible for, we will ask for payment in advance. Once payment has been received we will issue a works order to one of our contractors and complete the work within normal target timescales.

If you are unable to pay in full straight away then payment plans can be agreed with our Sales Ledger Team depending on your individual circumstances. They can be contacted on 01738 477440.

The following examples show the most common type of rechargeable repairs during and at the end of your tenancy and the costs that you may be liable for. It is not possible to describe every situation and type of repair that may need to be completed and discretion will occasionally be required.

During Your Tenancy

1 Lost keys

You should contact your Locality Team in the first instance to organise a replacement key, ie permission letter to have key cut.

If a lock change is required you will be recharged in advance for the cost of the lock change and any associated works. Locks will not be changed without clear evidence that the person requesting the lock change has a tenancy interest and therefore a right to access the property.

All requests must be reported to Police Scotland. You must provide identification to our staff on arrival at the property.

2 Stolen keys

The cost of lock changes and any associated works. Locks will never be replaced without clear evidence of the person requesting the change providing a tenancy interest and therefore having a right to access the property.

All requests must be reported to Police Scotland and a crime/incident number given to the Repairs Team. You must provide identification to our staff on arrival at the property.

3 Damage from forced entry

In the event of damage by the Police or other agency in the lawful execution of a warrant allowing them to force entry to the property, you are responsible for repairing any damage within 14 days. In the event that the repair is not completed, a decision may be made to carry out the necessary repair to ensure our property is secure. You will be recharged all repair costs resulting from forced entry (as per Section 5.10 of the Tenancy Agreement).

4 Deliberate damage by you, visitor or household member

You will be recharged the full cost of repair, including associated works.

In general we recharge costs arising from 'careless' damage (eg drilling through electric cable, nail through water or gas pipe, object dropping resulting in cracked sanitary appliance).

If damage caused by a person with a physical or mental impairment or disability, we will consider not recharging. This decision will be made in conjunction with the Locality Housing Team.



5 Where a crime has been committed and damage caused to the property

The cost of repairs will not be recharged if you have reported a crime to the Police. A crime/incident number will be required. A recharge should be sought until the crime number is provided by you.

Where Police Scotland has made an arrest after having forced access to a property, costs will be recharged as detailed in Point 3.

6 Garden and rubbish clearances

Initially we will discuss with you that it is a condition of your tenancy agreement to maintain the garden to an 'acceptable level'. If you have concerns about this you should discuss this with your Locality Housing Team. The Locality Housing Team reserve the right to undertake the work on your behalf and recharge the costs to you if you are unable or unwilling to undertake the work.

7 Inappropriate Emergency Repair Orders

If we are asked to attend to an emergency repair you will be advised that you will be recharged if the work is not considered to be an emergency or if access is not provided. A full list of the types of repairs classed as emergencies are detailed in the Responsive Repairs Policy.

A standard charge of £40 will be applied for each call-out in the above cases.

8 Missed appointments and 'no accesses'

If you miss a prearranged repairs appointment or don't allow us access when called out for an emergency repair, this will result in a recharge of £40 excluding VAT.

9 Gas servicing - forced access and capped meter visit

Every year we need to service your gas boiler to keep you and your family safe and to meet our legal obligation as a landlord. In line with our Gas Safety Policy if we are unable to gain access you will be recharged £40 plus VAT.

10 Stair lighting

Stair lighting costs are recharged to owners by the Council. The charges are issued annually (during October). Prices are set annually and agreed by Committee.

This applies only to owners who have purchased a previous local authority property with communal responsibilities within the title deeds.

11 Drainage clearance

Where it can be seen that you or your household have misused the drain during occupation.

12 Infestation and sharps

The costs for the disinfection of dirty properties and for the removal of needles and syringes.

13 Mutual Exchanges

Mutual exchange repairs works will be recharged to you if there is evidence of unauthorised works or damage within the property.

Recharges will be applied where:

- *no access is provided for scheduled inspection appointments unless there are exceptional circumstances (standard charge as per Section 8);*
- *scheduled inspections are cancelled by the tenant, with less than 24-hours' notice, unless there*



are exceptional circumstances
(standard charge as per Section 8).

Discretion may be used by the Council where recharges apply in order to progress a mutual exchange application. The decision of Perth & Kinross Council is final.

End of Tenancy - Void Properties

1 Gaining access

You will be recharged if you do not return your keys to the Locality Team when your tenancy ends.

2 Overgrown gardens blocking access to property

The costs of cutting back and removing clippings, to leave the garden in a manageable state and safe/clear access to the property.

3 External rubbish

Recharge removal and disposal costs only if it is clear that the rubbish has been left by your household.

4 External graffiti

This will be recharged if it is obviously the responsibility of you or your household.

If appropriate, we will gather evidence from neighbours and other agencies in relation to Points 2, 3 and 4.

5 Dilapidated sheds or greenhouses that are not the property of the Council and any hazardous landscaping

You will be recharged the full cost of removing any damaged or unsafe outbuildings and restoring the garden.

6 Unacceptable internal decorations

The internal decoration is your responsibility as detailed in the tenancy

agreement. We will recharge the costs of washing down any dirty walls and fixtures/fittings, and the cost of redecoration completed during the void period.

7 Broken internal fixtures, fittings and finishes

The cost of replacement or repairs will be recharged in full.

8 Tenant's own electrical work/alterations

If you did not get permission and there is no adequate documentation to prove that the electrical work is satisfactory, we will apply a recharge of the cost of any work necessary to comply with electrical regulations.

9 Unfixed or improperly fixed gas appliances

A gas safety check will be completed and we will recharge any remedial work necessary because of your alterations.

This type of work usually occurs when tenants have installed their own fire and stored the original and on leaving take out their own fire and leave the Council fire to be refitted.

10 Service reconnection

We will recharge the cost for reinstating gas/electric supplies where it is the result of disconnection because of unpaid bills.

11 Damage to kitchen and/or bathrooms and remedial works for any poor installation

12 Structural alterations carried out without permission and that would have required building consent, ie attic conversions



13 Remodelled interiors

Rechargeable repairs should be done:

- if work is poor standard;
- if the work fails to comply with conditions of approval for alterations;
- if you have created a potential hazard;
- the work does not comply with current Building Standards.

14 Internal rubbish/effects

You will be recharged the cost of removing all items, including floor coverings, except if they are in good condition.

We will check to ensure that you had not intended to leave effects "for benefit of the next tenant" as detailed in the Clean and Clear Procedure.

15 Infestation and sharps

The costs for the disinfection of dirty properties and for the removal of needles and syringes.

16 Property damaged from long-standing disrepair

You will be recharged if significant damage has been caused by your failure to report disrepair.

An example of this would be an internal leak that has progressively destroyed plaster and floorboards.

17 Drainage Clearance

Where it is evident that you or your household have misused the drain during occupation.

18 Tenants Incentive Scheme

All rechargeable repairs identified will be applied to the tenant excluding the costs of clearing out of property, attics, cellars and outbuildings.

Record Keeping and Evidence

We will keep records and evidence of any recharges issued to current or former tenants. The supporting evidence and records can and will provide invaluable evidence to support the decision to recharge:

- tenant alteration requests and the office's response;
- photographs;
- pre-mutual exchange and pre-termination inspection reports;
- repair histories;
- previous void summary sheets;
- records of keys issued to tenant.

A quarterly audit of the recharge process will be carried out as part of the Housing Repairs Service Quality Assurance Framework.



Exemptions

There are certain items exempt from the requirement for payment in advance on the grounds of protecting the health and safety of the customers to whom we have a statutory responsibility and duty of care:

- **Gas and Electrical Installations**

Any damage caused to the installation, hardware, plumbing, wiring or fixtures and fittings which could present a risk to the occupier or associated persons. Any repairs required to ensure the safety of the installations would be undertaken.

- **Safety Equipment**

Damage to smoke or carbon monoxide detectors or other similar devices which are designed to alert the occupier to danger, which has rendered them inoperable or unreliable. Damaged units will be replaced.

- **Glazing**

Any damage to windows, doors or internal glazing which could present a risk to the occupier or associated persons. Damage to glazing will be made safe and windows will be boarded up.

The following items are exempt from the requirement for payment in advance on the grounds of avoiding further damage and associated costs to the property or adjacent properties, preventing the loss or theft of Council property and minimising the impact of our customer's conduct on neighbouring owners or occupiers:

- **Water Leaks**

Any damage to the installation, hardware, plumbing or fixtures and fittings which could result in further damage to the property or adjacent properties. Any repairs required will be undertaken to prevent further damage occurring.

- **Communal/Common Areas**

Any damage to these areas caused by the actions or negligence of our tenant should be made good to minimise the impact on other tenants, owners or occupiers.

- **External Doors**

Any damage to external doors which inhibits the security of the property will be repaired in order to protect Council property including furnishings and appliances that are provided in temporary accommodation. Doors will be repaired where possible and full replacement will be a last resort.

- **Locks**

If after full consultation with the Locality Team it is identified that specific cases need to be exempt, the Housing Repairs Service will assist in terms of repairing any damage to locks or where the tenant has lost their keys or locked themselves out. This is to avoid tenants forcing entry or replacing the lock with a style that is outwith our normal specification. This intervention will avoid further, future costs being incurred and will protect Council property as above.

Where this type of repair work is undertaken the tenant will be recharged without the requirement for pre-payment.



Appeals Process

You have the right to appeal the decision made to recharge you for works. This can be done by contacting the Repairs Co-ordinator within 10 working days of receipt of notification that costs will be applied.

Appeals will be considered by the Housing Repairs Service Manager or Team Leader. This decision will be final.

Once a decision has been made the final outcome will be communicated, in writing to you.

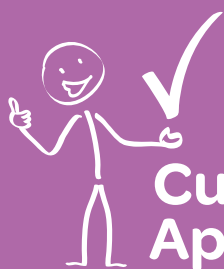
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Standard Rechargeable Repairs Estimated Charges 2019/2020

Repair Item	Approx Cost
Gain access only	£20
Board up window	£32
Replace glass window (depending on size and type of window)	£40 to £200
Replace mortice lock	£31
Replace cylinder and core to lock	£83
Replace core only to lock	£42
Clear blocked waste, sink or bath	£16
Clear blocked toilet	£16
Clear blocked drain (outside property)	£76
Replace toilet	£167
Replace cistern	£171
Replace wash-hand basin	£140
Replace internal door	£76
Renew internal door handle	£11

**This list is not exhaustive and prices may vary*



**Customer
Approved**

If you or someone you know would like a copy of this document in another language or format, (on occasion, only a summary of the document will be provided in translation), this can be arranged by contacting the Customer Service Centre on 01738 475000.

You can also send us a text message on 07824 498145.

All Council Services can offer a telephone translation facility.

www.pkc.gov.uk

