

# West Dunbartonshire Council

## Rechargeable Repairs Process

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## 1. Scope of the Rechargeable Repairs Process

This process applies to tenants who have a Scottish Secure Tenancy, a short Scottish Secure Tenancy or occupants who have an occupancy agreement for temporary/supported accommodation with West Dunbartonshire Council.

The process lays out the procedures involved when carrying out repairs in circumstances where:

- The repair is the responsibility of the tenant;
- The damage to the property is due to wilful damage, neglect, misuse or abuse by the tenant, their family or visitors to the property; or
- The repair is required when moving out of a house to bring it up to an acceptable standard following wilful damage, neglect, misuse or abuse by the tenant, their family or visitors to the property; or
- The repair is necessary to make good unauthorised, unsafe or unsuitable alterations carried out by the tenant.

The specific objectives of the process will be to give clear guidance on the circumstances where a recharge becomes necessary.

## 2. Legal Framework

Section 5.10 of West Dunbartonshire Councils Tenancy Agreement states:

‘Nothing contained in this Agreement makes us responsible for repairing damage caused wilfully accidentally or negligently by you, anyone living with you or an invited visitor to your house. If we decide to carry out the work, you must pay us for the cost of the repair. This paragraph does not apply to damage caused by:

- fair wear and tear;
- vandals – caused by person or persons unknown as an act of vandalism (provided that you have reported the damage to the police and us as soon as the damage is discovered). You must provide us with the police incident number when making a report or have the police notify us on your behalf.

Section 5.17 of the Tenancy Agreement also states:

‘You are responsible for taking reasonable care of the house. This responsibility includes carrying out minor repairs and internal decoration. It also includes keeping the house in a reasonable state of cleanliness. However, you are not responsible for carrying out repairs which are due to fair wear and tear.’

### 3. Aim and Objectives of the Process

The aim of the Rechargeable Repairs Process is to contribute to the Council's commitment to preserve the future of its housing stock by ensuring that it is maintained to a good standard and to ensure that expenditure is managed effectively.

The objectives of the process are to:

- Recover the cost of work arising from tenant/occupant misuse, neglect, accidental damage or making good unauthorised, unsafe or unsuitable alterations;
- Consistently apply the conditions of the Tenancy and Occupancy Agreements ensuring tenants/occupants fulfil their repair responsibilities;
- Act as a deterrent against misuse of Council property for tenants/occupants and future tenants/occupants.

### 4. Principles for Recharging

As a landlord, the Council is responsible for maintaining its properties in respect of the external structure and carrying out repairs to fixtures and fittings. Tenants are responsible for taking reasonable care of their home and this responsibility includes carrying out minor repairs and maintenance and internal decoration. Tenants are informed of their repair responsibilities when they sign their Tenancy Agreement and these responsibilities are also outlined in the Tenant's Handbook. Occupants who are in temporary accommodation however have occupancy agreements and their repair responsibilities will be slightly different due to the provision of furnishings etc, this is explained in greater detail in section 9.

Tenants will be recharged by the Council for repairs where the damage can be attributed to the wilful, accidental or negligent actions of the tenant, tenant's family or visitors.

Tenants will also be charged for work that may be required when they move out of their property if they have failed to leave the property in the condition detailed in their Tenancy Agreement (see 'Void Repairs' on page 7).

### 5. Examples of Rechargeable Repairs

These are examples of the types of repairs we may recharge for. This is not an exhaustive list and there may be other repairs that may be subject to recharge:

- Replacement of glazing in windows and doors where damage can be attributed to the tenant, the tenant's family, members of their household or visitors;
- Gaining access and replacement locks for both lockups and houses where the tenant has lost or has had their keys stolen (unless police incident number provided for stolen keys);

- Where it is necessary for West Dunbartonshire Council to gain access by force e.g. annual gas maintenance service or void properties where the former tenant has failed to return the keys. The tenant/former tenant will be responsible to pay for the gain access and for any subsequent repairs e.g. replacement locks, door frames, facings, damaged plasterwork etc;
- Replacement/repair of internal door furniture due to misuse, neglect or accidental damage;
- Replacement/repair of internal pass doors, cupboard doors due to misuse, neglect, or accidental damage;
- Repairs to bathroom fittings damaged due to misuse, neglect or accidental damage;
- Drainage/plumbing repairs where the problem has been caused by the actions of the tenant;
- Damage to the common areas of the property where it can be confirmed that the damage has been caused by the tenant, the tenant's family or member of the household or visitors e.g. graffiti, damage to close windows or doors, fencing;
- Making good unauthorised, unsafe or unsuitable alterations carried out by tenant;
- Gardening work carried out by West Dunbartonshire Council where a tenant has not maintained their garden, despite warnings from their Housing Officer advising them to do so as per their tenancy agreement: or
- Any other repairs required due to the actions of the tenant, their family, members of the household or visitors.

Each case will however be considered on its own merit and there may be circumstances where we would not recharge for the above.

## 6. Response Repairs

In the case of emergency repairs *that are rechargeable*, due to the limited timescale involved, the Council will complete the repair and the tenant will be recharged after the repair has been completed. Prior to raising the repair the contact centre will ask the tenant to confirm their agreement to the recharge and this will be confirmed to the tenant via a text and/or email.

For all other repairs, once it has been established that the repair is the responsibility of the tenant and that it is not of an emergency nature, the tenant will have the opportunity to either carry out the work themselves or to agree to being recharged if the Council completes the work.

If the tenant chooses to carry out the necessary work themselves, they will be advised that the repair will be inspected by a Council Officer when the property is vacated and if it has not been completed to a satisfactory standard the Council will instruct the work and the tenant will be recharged.

If the Council carry out the repairs the charge will be based on the actual cost to the Council plus VAT.

As a tenant, you should:

- Keep your property clean and in good decorative order;
- Keep your garden tidy;
- Take precautions to prevent further damage once a repair has been identified and to report it to us promptly;
- Repair damage caused by you, family members or visitors to your home;
- Maintain appliances you have installed eg a fire or cooker; and
- Report any criminal damage or vandalism to the police.

## 7. Void Repairs

Tenants who vacate their property are required to:

- Hand in their keys at the agreed time. If the tenant fails to comply and the Council have to gain access to the property any costs incurred will be recharged;
- To leave their property in a clean and tidy condition;
- To remove all their belongings;
- Remove all floor coverings and white goods, unless agreement has been reached that they can remain;
- Ensure that the decoration inside the property is in a reasonable condition;
- Remove any fixtures and fittings they have installed without our permission and put right any damage or any unauthorised, unsafe or unsuitable alterations; and
- Carry out any repairs for which they are responsible.

When tenants are terminating their tenancy they are reminded of the above terms and conditions, which are required to comply with their Tenancy Agreement.

Arrangements are made at that time for a pre-termination inspection. The inspection will identify any aspects of disrepair which are the responsibility of the tenant. The tenant will then have the opportunity to rectify any repairs for which they are responsible prior to the end of the tenancy.

Where appropriate, any household items which could be used by future tenants e.g. carpets, flooring, other fixtures and fittings and white goods may be identified at the pre-termination inspection and permission given to leave these items. If it is agreed that these items can be left by the tenant, they will not be recharged for the clearing of these items. The clearance of any items left by the former tenant which have not been agreed at the inspection will be subject to recharge.

If the former tenant fails to leave the property in the required condition, or any repair the tenant has carried out prior to the end of the tenancy is not of a satisfactory standard or any unauthorised, unsafe or unsuitable alterations have not been rectified by the tenant, West Dunbartonshire Council will carry out the work and recharge all costs incurred.

## 8. Recharge Payments

Upon completion of a rechargeable repair, an invoice will be raised for payment and issued to the tenant. Where practicable and reasonable, the Council will seek full settlement of the invoice. However, the Council recognises that in some circumstances full repayment of charges may cause financial difficulty for the tenant.

With this in mind, the Council will ensure that repayment options are available, including the option to pay by instalments. If the tenant fails to settle the invoice or does not adhere to an agreed instalment plan, the Council will seek recovery of the debt in line with West Dunbartonshire Council's Corporate Debt Policy. If the debt is over 4 weeks and there is no repayment plan in place any tenant who has a transfer application on with the Council may have their transfer application suspended.

In certain circumstances, depending on the conditions of their policy, tenants should be able to claim on their household contents insurance to cover the cost of the recharge payment.

## 9. Homeless Accommodation

As outlined above in section 4, occupants who are accommodated in temporary accommodation sign an Occupancy Agreement instead of a Tenancy Agreement. This Occupancy Agreement contains information on how the property should be looked after, highlighting that the property is habitable and has been furnished to a reasonable standard, and the occupant is fully responsible for the contents fixtures and fittings for the duration of their stay.

We understand that accidents can happen but any breakages or accidental damage should be reported to the Supported Accommodation Officer. Occupant's will be recharged the full replacement value for any items that are damaged deliberately or go missing. All deliberate damage and missing items will be reported to the police. It is expected that the occupant leaves the property in the same habitable condition at the end of their occupancy agreement.

As with tenancy agreements those who are living in a property with an occupancy agreement are also responsible if:

- The damage to the property is due to wilful damage, neglect, misuse or abuse by the occupant, their family or visitors to the property: or
- The repair is required when moving out of a house to bring it up to an acceptable standard: or
- Where it has been necessary for West Dunbartonshire Council to gain access by force e.g. annual gas maintenance service/ PAT testing, or void properties where the former occupant has failed to return the keys. The occupant will be responsible to pay for the gain access and for any subsequent repairs e.g. replacement locks, door frames, facings, damaged plasterwork etc. In temporary accommodation also all forced entries completed as a result of lost keys will be rechargeable to occupant.

When the occupant is moving out of their temporary furnished accommodation it is expected that they:

- Hand in their keys at the agreed time. If the occupant fails to comply and the Council have to gain access to the property any costs incurred will be recharged;
- Leave their property in a clean and tidy condition; and
- Remove all their belongings

## **10. Criminal Damage**

When reporting a repair, if the tenant advises that the damage was caused by person or persons unknown as an act of vandalism and that the matter has been reported to the police (and a crime reference number has been obtained) they will not be recharged.

## **11. Appeals**

When a repair has been assessed as rechargeable, tenants will be informed that there will be a charge and an invoice will be sent. Current and former tenants have the right to appeal against a repair recharge, initially to the Team Leader and thereafter using West Dunbartonshire Council's Complaints Procedure, see the 'How to Complain' section of the Council's website for more information.

## **12. Equalities**

We are committed to promoting equal opportunities throughout all of our services. We aim to:

- promote inclusive communities where people can live free from discrimination or harassment: and
- eliminate unlawful or unfair forms of discrimination.

There will be no discrimination in the implementation of this policy on the grounds of race, gender, age, sexual orientation, religion or belief, or social or financial status.



### **13. Performance Monitoring**

It is important that the Council should monitor the effects of the Rechargeable Repairs Process and associated procedures. Areas to be monitored are as follows:

- Number of repairs carried out as a responsive repair;
- Number of rechargeable repairs carried out on void properties;
- Value of rechargeable repairs;
- Income recovered from rechargeable repairs/recovery rate: and
- Number of appeals and outcomes.

These areas of monitoring will be reviewed on a 6 monthly basis by the rechargeable repairs working group to ensure rechargeable repairs are being effectively utilised.

### **14. Review**

The purpose of policy review is to ensure that policies still reflect current thinking and practice and comply with any relevant legislative changes. The Rechargeable Repairs Process will be reviewed every three years or if changes are required due to legislation.