

Polisi Ailwefru Atgyweiriadau Rechargeable Repairs Policy



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Cyngor Sir Gâr
Carmarthenshire
County Council



1. Purpose of the Policy

1.1 The policy describes the activities and responsibilities involved in carrying out repairs in circumstances where:

- The repair is the responsibility of the tenant, or
- 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.

2. Context

2.1 In delivering the CHS+ we are committed to providing a high-quality service to all our tenants and residents.

3. Key principles

- To make sure a clear, fair, and transparent approach to dealing with rechargeable repairs.
- To give guidance on the circumstances where discretion can be exercised
- To have a clear process in place for our staff to follow when dealing with rechargeable repairs.
- To inform tenants of the action the Council will take if payment is not made
- The Council is committed to ensuring that existing housing is maintained to an acceptable standard under the Carmarthenshire Homes Standard+.

4. Who is covered by the policy?

4.1 The rechargeable repair policy is for the benefit of tenants¹ of our housing stock. Our Secure Occupational Contract (tenancy) which applies to all council tenants housed in permanent accommodation states:

¹ Under the Renting Homes Wales Act 2016 tenants and licensees are called 'contract-holders' under the Act. Contract-holders will have an 'occupation contract' (which replaces tenancy and licence arrangements).

- If we repair any damage which has been caused by you or by anyone living with or visiting you, or through a lack of proper care or supervision at the property, we will do the work and charge you for it.
- You must repair any damage to your property or to the shared areas around your property and must repair or replace any damaged items, if the damage has been caused by you or by anyone living with or visiting you, or by your pets. If you do not repair the damage or replace the item, we will do the work and charge you for it. This does not include damage resulting from fair wear and tear.
- Before your contract ends, you must remove all furniture, personal belongings and rubbish, and leave the home clean and in good condition. You must also repair any damage caused by you or anyone who lives with you or visits you.
- If we cannot offer the home to another occupant within a reasonable time because of the condition you leave it in, we can charge you for the cost of any work we need to do to bring the home back up to the necessary standard, and for any rent we lose.

4.2 Generally, the Council is responsible for repairing and maintaining the structure of the property and any fixtures and fittings originally provided. Tenants are informed of their repair responsibilities when they sign the occupational agreement. All tenants should, except in certain circumstances, be recharged for repairs that are their responsibility. Examples of rechargeable repairs may include:

- Wilful damage - e.g. replace smashed door
- Misuse – e.g. replace toilet, disposing of items that cause blockage
- Unauthorised alterations – removal of walls, doors, fixtures, or electrical fittings
- Property Clearance – During a tenancy or when a tenancy ends there will be a recharge raised for works identified as a tenant's responsibility.

This includes clearance of any rubbish and personal belongings that have been left in the attic, garden, garage, out buildings and communal areas.

- 4.3 Tenants (under the terms of their occupational agreement) will be responsible for work that may be required when moving out of their home to bring it up to an acceptable standard for a new tenant.
- 4.4 Tenants are recharged for misuse of the Out of Hours Emergency Service when the repair could have waited until the following working day.
- 4.5 Tenants who use the repairs service including the Out of Hours Emergency Service for reporting a repair that is later found to be the tenant's responsibility will be recharged for all costs incurred by the Council.

5. Who is not covered by the policy?

- 5.1. Although this policy does not involve leaseholders and residents, we recognise that we may have a responsibility to both leaseholders and residents which would be determined by either the lease conditions or common law.

6. Discretionary circumstances

- 6.1. Where a rechargeable repair is identified and it is considered that because of exceptional circumstances, the tenant should not be required to meet the cost or carry out the work. Exceptional circumstances may include: -
 - Physical frailty or disability.
 - Mental health issues or learning difficulties.
 - Damage arising from domestic abuse.
 - Damage because of criminal activity which is not associated with the tenant.
 - Harassment or victimisation, including hate crime.
 - To a family that has passed away if there is no estate.

- Accidental damage has occurred e.g. burst pipes, blocked drains or other events which could not have been predicted.
- Personal injury claims. All claims will be referred to our insurers.
- Where the damage is the result of vandalism, provided that it has been reported to the police (and a crime reference number has been obtained, where appropriate) a recharge will not be made.

7. Transfer and Void properties

7.1. When a tenant gives notice to end their occupation contract (terminate their tenancy) or applies for a transfer, arrangements will be made for a pre-termination inspection. This 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.

7.2. If any such defects are not remedied prior to the end of the tenancy, or if the work is not of a satisfactory standard, a recharge may then be raised for the cost of the works.

7.3. We will recharge the cost to the tenant of clearing bulky items from our communal areas that has resulted in a charge to the Council, and the tenant responsible can be clearly identified.

8. Recovery

8.1. The Council recognises that in some circumstances, repayment of charges in full may cause excessive financial problems for the tenant. Payments should be reasonable and affordable, with instalment levels based on the individual tenant's financial circumstances and ability to pay. Officers have the discretion to write off the debt where there is financial hardship, and the prospect of recovery are nil.

8.2. In exceptional cases, and where it would be cost-effective to do so, the Council may seek a judgement from the courts for persistent non-payment of recharges. This would be dependent on the individual circumstances (reasonableness) and the balance outstanding.

- 8.3. The decision whether to make a formal offer of accommodation which will result in the granting of any future tenancy, will therefore be conditional on a prior agreed arrangement to repay any previous recharges owing at the time of the offer, or to clear the debt in full.
- 8.4. The Council reserves the right to defer applicants from the Housing Choice Register where a rechargeable repair has not been settled and place them in the appropriate category. Applicants should come to an agreement to clear the debt as mentioned above.
- 8.5. Under this policy we may refuse a transfer until the cost of the recharges are recovered or the repair rectified to our satisfaction.
- 8.6. The Head of Service responsible for housing management will set a minimal level below which the cost of rechargeable repairs will not be pursued, to ensure that resources are used effectively. The Head of Service responsible for repairs will review Appendix A in line with any contractual and legislative changes.

9. Appeals

- 9.1. If tenants, leaseholders, or residents are not happy with a decision, they can go through our formal complaint's procedure.
- 9.2. Should a tenant, leaseholder, or resident refer a complaint to the Public Services Ombudsman for Wales (only after the Council's complaints procedure has been exhausted) we will consider and comply with any orders and recommendations made by the Public Services Ombudsman for Wales.

Appendix A - Repair responsibilities checklist

Repair	Notes / Exceptions	Landlord	Tenant (contract-holder)
Aerials / cables / connections	Except communal aerials.		✓
Basins / sinks	Except replacing plugs, chains, and panels.	✓	
Carbon monoxide detectors	If alarm sounds, turn off gas boiler/gas fire/gas cooker, open windows and contact us.	✓	
Car hard standing/Drive	If installed by Council or in situ at start of occupation contract	✓	
Ceilings	Except small cracks and painting.	✓	
Chimneys / stacks / flues	installed by the Council or in situ at start of occupation contract.	✓	
Communal areas	Including shared entrances, halls, stairways, and passages. Includes alarms. Also lifts, rubbish chutes, and lighting.	✓	
Cookers	Including connection and disconnection for which you must use a Gas Safe registered engineer (if gas) or electrician (if electric).		✓
Doors / frames – external (front and back)	Except basic maintenance such as oiling hinges.	✓	
Doors / frames– internal	Includes handles, locks, hinges, and threshold strips and adaption to accommodate carpets etc.		✓
Doorbell			✓
Door entry systems		✓	
Drainage pipes/ drains / wastes pipes	Charges will be made if repeatedly blocked through tenant misuse.	✓	
Dustbins / wheelie bins/recycling			✓
Electric meters	Contact your supplier.		✓
Electrical wiring including sockets and switches		✓	
Extractor fans		✓	
Fences/Garden walls	If boundary owned by Council and originally erected by Council or in situ at start of occupation contract.	✓	
Fire alarms in communal areas		✓	

Fireplaces / fitted fires	If used for burning solid fuel.	✓	
Fixtures and fittings	Such as coat hooks, curtain rails, draught excluders.		✓
Floors	Except floor coverings i.e. carpet/vinyl/lino or wood laminate.	✓	
Garage / outbuildings	If built by the Council or in situ at start of occupation contract.	✓	
Garden maintenance	Unless paid for through service charge (only effects sheltered housing and communal gardens).		✓
Gas meters	Contact your gas supplier.		✓
Gas pipes	If you suspect a gas leak, first, please call the National Gas Emergency Service on 0800 111 999 and then report this to the Council.	✓	
Gates	If installed by Council or in situ at start of occupation contract.	✓	
Glazing	If due to break in or other criminal damage, you must get a crime number from the police. If due to accidental damage, either claim on your insurance or we will repair and recharge.	✓	
Greenhouses			✓
Guttering / rainwater pipes/ Fascia/soffits		✓	
Heating and hot water inc. Immersion heaters		✓	
Keys – Lost or stolen	Council can arrange entry but there will be a charge. If stolen, you must obtain a crime number from the police.		✓
Kitchens	If installed by the Council or in situ at start of occupation contract.	✓	
Kitchen appliances	Unless provided by the Council.		✓
Letterboxes			✓
Light fittings –including switches	Except lightbulbs, fuses, fluorescent tubes, and starters.	✓	
Painting and decorating inside	Except communal areas.		✓
Painting outside		✓	
Paths / steps / ramps	If built by the Council or in situ at start of occupation contract.	✓	
Pests	Except where we are legally responsible and there is a public health risk e.g. rats or cockroaches.		✓

Pipes/leaks	Including outside and inside drainage pipes.	✓	
Plasterwork	Except small cracks/repairs.	✓	
Porches	If installed by the Council or in situ at start of occupation contract.	✓	
Radiators	Except bleeding air from radiators.	✓	
Roofs		✓	
Showers	If installed by the Council or in situ at start of occupation contract.	✓	
Skirting boards		✓	
Smoke alarms	Replacing faulty long life lithium battery or mains wired alarms.	✓	
Stairs	Including banisters / handrails etc.	✓	
Store / outhouse – brick or concrete		✓	
Taps / stopcocks		✓	
Telephone points			✓
Toilets	Except seats.	✓	
Walls	See also plasterwork.	✓	
Wall tiling	If originally fixed by the Council or were in situ at start of occupation contract.	✓	
Washing lines	Except communal lines / communal rotary dryers.		✓
Windows	Includes sills, handles, frames and misted double glazing.	✓	