

# **Rechargeable Repairs Policy**

## **Charging for a Rechargeable Repair**

The Council will normally ask tenants to pay for a repair if damage has been caused wilfully, accidentally or negligently to their home, garden (including walls and fences) or any of the common parts of the block. Tenants will not be charged for any damage caused by fair wear and tear. Any repairs we ask tenants to pay for will only be for damage caused 'wilfully, accidentally or negligently' as stated in the conditions of the Tenancy Agreement.

## **Rechargeable Repairs**

Although not an exhaustive list, the following are some typical examples of what may be a Rechargeable Repair.

- After the second and subsequent occasions of replacement locks/doors, keys lost etc (eg forced entry following loss of keys, but not where a lock mechanism has become faulty due to fair wear and tear).
- Deliberate damage to doors, internal floors (holes in floor), skirting boards (removed), ceilings (holes in ceiling), plaster/walls (holes or as a result of DIY) and internal woodwork but not where there are day to day marks and minor damage due to fair wear and tear.
- Replacing missing internal doors removed by the tenant.
- Damage to bathroom sinks, bath, showers or any sanitary fittings (eg smashed hand basin or toilet) but not minor cracks/chips due to fair wear and tear.
- Damage to plumbing due to DIY installations (eg washing machines etc).
- Blockage to toilet, bath and/or hand basin (eg inappropriate objects put down toilets or sinks) but not blockages due to fair wear and tear.
- Damage to kitchen sinks or units (eg unit doors missing or smashed) but not fair wear and tear to worktops.
- Damage to internal electrical fittings (eg sockets and light fittings missing or smashed) but not heat corroded light fittings.
- Damage to electric/gas fires, convector/panel heaters or radiators (eg ripped from walls) but not scratches due to fair wear and tear.

- Damage to windows (eg missing or broken windows) not fair wear and tear.
- Re-glazing windows for example, where re-glazing is required due to proven wilful damage, accident or negligence but not where external vandalism is the cause.
- Rubbish clear outs (eg rubbish/furniture left in house, garden or storage cupboards) but not where it is shown to have been dumped by others.
- Flooding caused in the home or neighbouring properties (eg leaving plug in bath, but not where a tank overflows).
- Unauthorised changes to the property whether internal or external.
- Graffiti in the home or in common areas such as stairways where the person responsible can be identified.
- Pest control due to the wilful, accidental or negligent use of property.
- False emergency call outs, for example, when a tenant deliberately reports a repair as an emergency in order to speed up response time.
- Gas Force of Law Entries (FOLE) - Under the Section 36 (3) of The Gas Safety (Installation and Use) Regulations 1998 legislation, the Council, as your landlord, must carry out annual safety checks on all gas appliances and flues fitted by the Council. Tenants are contacted to arrange a convenient appointment time for a tradesperson to call. If tenants refuse to make arrangements to allow access then a forced entry must be carried out in order to access the property. Tenants will be charged for the cost of replacement locks plus the costs to the Council to carry out the FOLE.
- Any work which we need to carry out because the responsibilities of the tenant as set out in the Tenancy Agreement have not been followed.

## **Reporting/identifying a Rechargeable Repair**

Rechargeable Repairs may be reported or identified in a number of ways:

- By phone (usually via Repairs Direct, 0131 200 2345 or if out of hours to the Central Emergency Service on 0131 200 2000).
- By email ([repairsdirect@edinburgh.gov.uk](mailto:repairsdirect@edinburgh.gov.uk)).

- By letter (usually to the local Neighbourhood Office).
- In person (usually to the local Neighbourhood Office).
- The local Neighbourhood Office/Edinburgh Building Services can identify Rechargeable Repairs during inspections before and after the end of a tenancy.
- Neighbourhood Office staff, Block Managers and Concierge staff may also identify or have Rechargeable Repairs reported to them.
- Edinburgh Building Services Team Leaders may identify or have Rechargeable Repairs reported to them.
- When a tenant is informed that a repair may be rechargeable then an estimate for the total cost of the work will be given prior to the work being carried out.
- As stated in the Repairs Policy, tenants will be offered the opportunity to make their own arrangements for the repair to be carried out. Tenants will be given a reasonable period of time for this to be completed. On completion an inspection will be carried out by the Council to confirm whether the work is to an acceptable standard. If work is not to an acceptable standard, the Council will carry out any further work required to remedy the situation. The tenant will then be charged for the cost of this work.
- Payment will be sought before any non urgent or non emergency work will be carried out.
- At any point, an independent technical opinion can be sought by either the tenant or by the Council. This will determine whether or not the repair should be treated as a rechargeable repair.

## **Appeals Process**

Where Rechargeable Repairs are identified, the tenant may want to appeal against the decision.

Appeals should be made in writing to the local Neighbourhood Office within 28 days after the bill for any works has been issued. There is a two-stage appeals procedure that will then be followed.

Stage one appeals will be considered by a nominated Senior Officer within the local Neighbourhood Office. This Officer will investigate the repair including taking into account any mitigating circumstances and carrying out an inspection to assess the appeal in the first instance.

Following the investigation, the tenant will be informed in writing of the result of the appeal.

If the decision is made that the tenant should still be liable for the repair costs, the tenant can submit a further appeal (Stage Two). This appeal will be considered by the Neighbourhood Manager following a further review of the case.

Appeals will be considered and responded to where possible within 14 days. Where this is not possible the tenant will be kept fully informed of the reasons for the delay.

If at any stage of the reporting, repair or appeal process, the tenant disputes the quantity, quality or need for the repair work, the responsible Neighbourhood Officer will arrange for a technical opinion to be provided by Edinburgh Building Services.

Any rechargeable repair work carried out by the Council will be of the same standard and quality as all other repairs.

## **Exceptions to charging**

There will be times when the Council will not charge a tenant for repairs that would normally be rechargeable. For example:

- Where the person responsible for causing the damage is considered to be vulnerable and potentially in need of support.
- Where the person responsible for causing the damage may be suffering from mental or other health problems.
- Where the person responsible for causing the damage may have other mitigating circumstances.
- Where the person responsible is the victim of a crime (confirmed by the provision of a Police Crime Incident number by the victim).

Where discretion is used we will also consider involving the Neighbourhood Support Team and/or other agencies where appropriate eg Social Services, Health Service officials or voluntary sector organisations.

## **Collecting money owed to the Council**

The council will expect the tenant to make payment for the full cost of non-urgent or non emergency Rechargeable Repairs before any work is carried out. Where the repairs are complex or are completed as an emergency and costs are outstanding, tenants will be billed for the costs due.

When the bill is sent to the tenant, information will be provided on how to pay for the costs due and on the action that may be taken by the Council if payment is not received.

### **What if a tenant is unable to pay or refuses to pay?**

When considering whether applicants should be suspended from being considered for any offers of housing (including transfers), it is the aim of the Council to be strict but reasonable where there are issues of antisocial behaviour or debt.

If a tenant fails to pay the cost of a Rechargeable Repair within a reasonable time period, they will not normally be eligible to transfer to another Council tenancy until the amounts due have been paid. Discretion will, however, be applied where there is an identified need for the tenant to move eg mobility needs which mean that the tenant or anyone living with them is unable to manage in their current home.

Where tenants have left a former tenancy with debts relating to a Rechargeable Repair they may be suspended from any further offer of housing until the sums due have been paid in full. Any decision to suspend will be taken in line with the Lettings policy.

### **Impact of the Rechargeable Repairs Policy**

By charging tenants for repairs which have been caused wilfully, accidentally or negligently, we can help ensure that our homes are properly maintained and that the Council does not pay for damage which is the responsibility of the tenant under the Tenancy Agreement.