



LONDON BOROUGH OF BRENT

# Rechargeable Repairs Policy

2020-2024



# 1.0 Introduction

This document sets out the recharge policy for tenants and leaseholders (residents) of Brent Council. It is relevant to current tenants, former tenants and leaseholders through responsive repairs, service charges and void works as well as the financial recovery of garage repairs, household clearance, vehicle removal and garden maintenance.

The Council Tenancy Agreement states, amongst other things, that the Tenant, those living with the Tenant and their visitors must take reasonable care to prevent damage to the property, decoration, fixtures and fittings, Council supplied furniture (if applicable), communal areas and neighbouring properties.

The Lease Agreement states, amongst other things, that the Leaseholder shall be responsible for the performance of the covenants (promises) contained in the Agreement for or relating to the repair, decoration or maintenance of the property.

The Council has different tenancy agreements, the terms of which vary. Items which are the residents' responsibility to maintain, but are repaired by the Council will be subject to recharge of the resident.

- Leaseholders are responsible for all items within the demise of their lease.
- Items that are the tenant's responsibility to maintain are (this list is not exhaustive):

- Draught exclusion, provided the doors and windows fit reasonably
- Fitting TV aerials/satellite dishes (subject to the council's permission)
- Repairing minor cracks to plaster
- Adapting doors to accommodate carpets
- Fixing minor gaps between skirting boards and doors
- Fitting extra catches and safety device to doors and windows and installing burglar alarms
- Replacing locks if you lose your keys
- Plumbing in washing machines and dishwashers
- Repairs and replacement of all floor coverings, for example carpets, vinyl, hardwood or laminated floorboards (subject to Brent's permission).

And supplying and fitting things like:

- shower heads,
- toilet seats,
- bathroom cabinets,
- towel rails,
- toilet roll holders,
- mirrors,

- plugs and chains on sinks,
- baths and basins,
- curtain rails,
- washing lines,
- tidy-driers,
- rotary driers,
- plugs,
- light fittings,
- shelving
- coat and hat hooks

The Council recognises that the vast majority of residents have high standards and will look after their homes. However, there are a small number of residents who may not look after their homes or take responsibility for ensuring they comply with the terms and conditions of their tenancy or lease relating to property standards. The intention of this policy is not to penalise residents for accidental damage. This Recharge Policy provides guidance to residents and to the Council and each case will be dealt with on its merits. In line with this Policy, the Council has the tools to be able to re-charge the residents who do not comply; and thereby help to keep rents and service charges low.

This policy applies across all tenancy and property services functions at Brent Council.

## 2.0 Equality and Diversity

This policy supports the Council's commitment to championing equality and ensuring procedures are in place so all residents are treated fairly and without unlawful discrimination in line with the Equality Act 2010.

The Council is committed to providing a fair service to all its Residents. The Council aim to treat all customers fairly, and with respect and professionalism. To this end the Council will ensure that no individual is discriminated against on the grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief (including political opinions), sex or sexual orientation.

## 3.0 Links to the Council's corporate aims

Our [Borough Plan](#) sets out a clear commitment to make Brent a great place to live and work, where people feel that they have opportunities to change their lives for the better. It should be read alongside the Council's [Tenancy Strategy](#), [Allocations Scheme](#) and [Homelessness, and Rough Sleeper strategy](#).

## 4.0 Policy objectives

The Recharge Policy sets out which repairs the Council is responsible for and which repairs are the responsibilities of the resident.

The objective is to recover costs of rechargeable work. The definition of work that is rechargeable is work that the Council is not responsible for (as set out in section 1.0 above), any repair needed that is not due to fair wear and tear, or work that has to be undertaken when the resident

has failed to do so after a request from the Council such as clearing items from outside the property or maintaining gardens.

The charge for any work will be determined through reference to the National Housing Federation book, known as M3NHF Schedule Responsive Maintenance and Void Property Works.

The aims of the recharge policy are to:

- Promote a responsible behaviour from Residents towards their property proactively through the provision of information and support and reactively by ensuring that costs, where justified, are pursued from those who are negligent or deliberately cause damage.
- Ensure rechargeable items are set out with transparency, clearly communicated and dealt with efficiently and fairly.
- Recover the costs of rechargeable items, where justified, from current and former Tenants, those who have previously received short-term recoverable financial assistance and Leaseholders.
- Maximise income by the recovery of debts owed relating to rechargeable items in the interest of both the Council and its residents whilst having regard to the Council's overall statutory duties including to the vulnerable (such as through the provision of affordable repayment plans).

## 4.0 Identifying rechargeable repairs

Listed below are the types of works and repairs that might be rechargeable (this list is not exhaustive):

- Repairs required as a result of negligence by a resident (or their visitor).
- Malicious damage which has not been reported to the Police, or has not been classed as a crime by the Police (e.g. wilful damage caused by residents, their visitors or pets to any part of the property or communal areas through an act of violence or mistreatment).
- The cost of removing graffiti and rectifying damage where this has been done by the resident or visitors to the property.
- Residents who have made alterations to properties without the correct written permission, and where the work is not to Brent's void standard, will have to return the property back to its original condition or be recharged for this work.
- Items cleared from communal areas, where residents have been formally asked to remove them.
- Legal action to gain access. Where the provision of access was enforceable under the terms of the tenancy agreement or lease.
- Other court costs and legal fees. There are occasions where it might be necessary for the council to take a resident to court (e.g. possession proceedings for non-payment of rent/services charges, Anti-social behaviour or other reasons). Where awarded the resident will be responsible for costs incurred.
- Replacement of lost or broken key fobs.
- The storage of residents' goods following eviction.

When a tenant ends their tenancy, Brent will consider recharging for the following items:

- Missing items (e.g. fire doors)
- Property alterations
- Damage other than fair wear and tear
- Clearance of rubbish and floor finishes (including items left in loft spaces, gardens and communal areas)
- Removal or lopping of trees and garden clearance where this was the residents' responsibility and has not been maintained.
- Removal or making good of residents' fittings or fixtures.

A final inspection of the property should be carried out by a Housing Officer before the property is vacated to ensure all Rechargeable Repairs have been completed to the Council's satisfaction.

## 5.0 Calculating the cost/payment of recharges

Once a Rechargeable Repair has been identified, a report will be compiled highlighting each item, details of the repair(s) and an estimated cost. This will be used to create an invoice for the cost of completing all of the listed works. This invoice will be issued to the resident.

The costs of Rechargeable Repairs are based on the repair costs (usually in accordance with the schedule of rates unless a specialist repair service is required) and might vary. Admin fees will be charged at £20 or such other amount as from time to time might be agreed by the Council.

If there are multiple debts owed by the Resident, the payment of rent arrears will always be the priority debt.

Where Resident(s) are unable to pay the amount due for a recharge in full, a repayment plan can be discussed with Tenancy Services and, if appropriate in the particular circumstances of the case, agreed at a reasonable/affordable level.

Payments can be made via standing order or direct debit.

Where an invoice is raised against an estate and there are no funds available, the executor/administrator of the estate, next of kin or other persons managing the financial affairs must provide a copy of the deceased's closing bank statement.

Residents should not need to wait for a reminder to pay outstanding charges if they know that the payment is due.

## 6.0 Enforcement

Where an invoice has been issued but the Resident fails to pay the sums owed, the matter will be dealt with in accordance with the Council's debt recovery procedure (including in accordance with any legislative requirements under the relevant provisions relating to Tenants and the relevant provisions relating to Leaseholders).

## 7.0 Disputes & exceptions

Subject to any legislative requirements, disputes of recharges and the evidence to support the dispute, must be received in writing by the Head of Housing & Neighbourhoods (or an officer nominated for the

purpose by the head of Housing) within 10 working days of the invoice been sent and should meet the following criteria:

- Proof of how the damage was caused (i.e. the tenant/leaseholder was not responsible. E.g. with a crime reference number).
- Evidence of vulnerability to support dispute.
- Evidence of severe financial hardship.
- Where there is a safeguarding issue (such as domestic violence).

When a dispute is lodged a decision will be made in writing to the Resident within 20 working days. It is the resident's responsibility to provide the requested evidence. If not received, then it will be assumed that the resident(s) no longer wishes to pursue the matter.

The Council will fully investigate any disputed rechargeable costs. If after investigation the original costs are upheld, the resident/person responsible will be advised that steps will need to be taken to repay the amount owing. Or if they remain dissatisfied with this, residents can make complaints relating to administrative aspects of the appeals process (such as, was the appeal considered within a reasonable time scale, was all the relevant evidence considered, etc.), not the substance of the appeal itself.

The cost of a recharge might be waived (in full or in part) in exceptional circumstances where evidence can be provided to justify such waiver, e.g. it might be appropriate to waive if the Resident has a disclosed, prolonged or considerable disability, mental health issue, learning difficulties or where a recharge would result in considerable financial hardship.

The Council has the right to refuse to carry out Rechargeable Repairs providing that by doing so, the Council are not placing the Tenant/Leaseholder or any other residents at risk of harm and the Council is not acting in breach of any legal obligations to the Tenant/Leaseholder. Reasons for this include requests for additional works where previous payments have not been made or repayment plans have not been kept.

## 8.0 Monitoring and review of policy

This Rechargeable Repairs Policy will be reviewed on an annual basis to ensure it remains relevant in accordance with other service policies.