

**HARROW COUNCIL**  
**HOUSING SERVICES DEPARTMENT**

**RECHARGEABLE REPAIRS POLICY**

**1. POLICY OVERVIEW**

- 1.1 Harrow Council's vision is to be recognised as one of the best London Councils by 2012, in a borough that is cosmopolitan, confident and cohesive.
- 1.2 The purpose of this policy is to ensure that there is a consistent, transparent and well-communicated approach to rechargeable repairs.
- 1.3 This policy is available on request in other formats, such as other languages, audiotape, and large print or in Braille.

**2. POLICY SCOPE**

- 2.1 For the purpose of this policy, the contents relate to Resident Services, Voids, Housing Options and Needs, Minor Works Repairs and Access Harrow service departments operating within Harrow Council.
- 2.2 This policy sets out Harrow Council's financial commitment to being proactive, preventative and supportive regarding recharges to all its properties.
- 2.3 The policy applies to recharges to Harrow Council tenants, Leaseholds or Freeholders within the Borough of Harrow for damage caused purposefully, accidentally, through unauthorised alterations or negligently to our properties by the occupants or their visitors.

**3. RELATED POLICIES, LEGAL REQUIREMENTS**

- 3.1 In developing this policy, the following relevant legislative requirements have been reviewed:
  - Housing Act 1985, 1988, 1996
  - Landlord and Tenant Act 1985 1987
  - Equality Act 2006
  - Human Rights Act 1998
  - Anti Social Behaviour Act 2003
  - Harrow Council's secure tenancy and lease agreement.

**Related Policies/Procedures**

- Harrow Council Customer Service Standards
- Harrow Council Equality and Diversity Policy
- Harrow Rechargeable Repairs Procedure

## 4. BACKGROUND

- 4.1 Annually, Harrow Council spends a substantial amount clearing and repairing its properties and surrounding areas due to neglect and damage caused by its tenants, leaseholders, residents, visitors and police forced access.
- 4.2 Harrow Council needs to improve how effectively and efficiently it recharges tenants, former tenants, leaseholders and the police. We must ensure we enforce the tenancy conditions detailed in point 5 below. Harrow Council must aim to maximise rechargeable works income in order to provide a housing service which gives value for money.
- 4.3 Harrow Council defines rechargeable works as “Works that have arisen where we are not responsible for repair under our repairing obligations, as set out in the tenancy agreement or Leaseholder lease and implied terms by statute. Works that have arisen, other than repairs, that require remedial action, for example fly tipping and rubbish clearance from properties, gardens and communal areas”.
- 4.4 Rechargeable works includes wilful damage/negligence (replacing broken windows, blocking toilets), accidental loss/damage (lost keys),

## 5. POLICY CONTENT

### Tenants Obligations as per Tenancy Terms & Conditions

*3.4 If we lose money because you don't let us into your home to carry out any work, we may charge you those costs and add that amount to your rent account. You must pay any costs we add to your rent account.*

*3.7 You are responsible for any damage you, members of your household or your visitors cause to your home. You must pay us for any damage. We will not be responsible for carrying out repairs if you, or people you are responsible for, have caused the damage. When you leave your home at the end of your tenancy, you must make sure that it is in reasonable condition so we can re-let it to another person or family straight away.*

*3.9.....If you make an improvement or alteration to your home without our permission, we may tell you to return the property to how it was before. If you don't we will do the work and make you pay for it.....*

*4.4 If you have failed to let us in more than once we may force entry without giving you further notice. If we have to pay a fine because you refused to let us in, then we may add it to your rent account. You must pay any fines we add to your rent account.*

*4.6 If we force entry, and the emergency was caused by you or any person living in or visiting your home we can charge you for the costs of doing so by adding them to your rent account. You must pay any costs we add to your rent account.*

*4.7 If we have to force our way into your home we will make sure that your home is left secure and that you can get keys for any new locks that have to be fitted. You may have to pay for any costs of forcing entry such as new locks or doors. Those costs may be added to your rent account.*

11.2 *At the end of the tenancy, if there is any damage to the premises or you have removed any item we own, you will have to pay for any repairs or replacement and any other loss we suffer.*

11.3 *Once the tenancy has ended, we will remove any items you leave in the premises and either get rid of them, or store them, if the law allows us to. We will charge you the costs for doing so.*

## **Leaseholder Obligations as per Leasehold Agreement**

11. *If at any time during the said term the Lessee defaults in the performance of the covenants herein contained for or relating to the repair decoration or maintenance of the demised premises the Council may serve upon the Lessee notice in writing specifying any repair decoration maintenance or reinstatement (“the Works”) necessary to be carried out and if the Lessee shall not within twenty eight days of service of the notice proceed diligently with the execution of the Works the Lessee shall permit the council its agents servants and all other persons lawfully authorised by the Council to enter upon the demised premises at all reasonable times and to carry out the Works at the expense of the Lessee (but so that no such entry or execution of the Works shall prejudice the right of re-entry under the provisions herein contained the Lessee to repay to the Council on demand the cost of the Works (including any legal surveyors or other fees and costs reasonably incurred by the Council in respect thereof) such cost to be recoverable by the council as if the same were in rent in arrear.*

NB: Harrow Council have nine variations of its Leasehold Agreement with Leaseholders.

## **6. CIRCUMSTANCES FOR RECHARGING**

6.1 Our main objective is to ensure that we identify, manage, recharge and collect the amount charged for incidents described in 4.3 and 4.4 above. Tenants are informed of their repair responsibilities when they sign the Tenancy Agreement and these responsibilities are also outlined in the Tenant’s Handbook. Leaseholders have an opportunity to study their obligations under the lease before purchasing their dwelling. All tenants and Leaseholders will be recharged for repairs that are their responsibility.

6.2.1 Harrow Council will seek to undertake this process efficiently and effectively to ensure we maximise the limited financial resources available to us.

6.3 This policy will consider vulnerable customers such as the elderly, disabled, customers, with learning difficulties, those who genuinely cannot afford to pay the recharge.

## **7. PARTNERSHIP WORKING**

7.1 Harrow Council recognises that it is economical and financially advantageous to recharge appropriate parties for damage caused to Harrow Council’s properties.

7.2 Harrow Council recognises its commitment to the wider community and the need to work together with third parties to resolve required emergency and non emergency works.

7.3 Harrow Council will work with internal and external agencies, particularly its partnering contractor to assist with the implementation of this policy. We will continue to develop partnership arrangements with relevant organisations, where appropriate.

## **8. SERVICE STANDARDS**

- 8.1 Harrow Council Customer Service Standards sets out our commitment to our tenants and residents. The standards are available on our website or on request, including in alternative languages and Braille.

## **9. RESPONSIBILITY**

- 9.1 The responsibility for the implementation of this policy is with the Divisional Director of Housing & Adults Services.
- 9.2.1 Staff within this division have a responsibility to follow a consistent, transparent approach to implementing this policy and to minimise where possible, the number of rechargeable repairs carried out

## **10. CONSULTATION**

- 10.1 We will consult with members, residents, staff and all parties as relevant in the development and review of this policy.

## **11. REVIEW**

- 11.1 This policy will be reviewed in 3 years time. The review will be done in consultation with external stakeholders.
- 11.2 In order to comply with its service commitments, Harrow Council will monitor the effects of rechargeable repair procedures to ensure prompt corrective and improvement action is taken in any area connected to this policy.
- 11.3 The review will be brought forward if there are significant changes to best practice, regulatory or legislative requirements.

## **12. EQUALITY AND DIVERSITY**

- 12.1 Harrow Council has an Equality and Diversity Policy, which is related to the implementation of this policy
- 12.2 Equality Impact Assessments will also be conducted to ensure the needs of all communities are met in adopting this policy.

### **APPROVAL PATH:**

**DATE AGREED BY Divisional Director of Housing & Adult Services:**

**DATE APPROVED BY Contractors:**

**EQUALITY IMPACT ASSESSMENT:**

**POLICY REVIEW DATE: April 2012**