

Wiltshire Council
Rechargeable Repairs Procedure

Rechargeable repairs may arise from a number of situations:

Tenants' obligations not carried out – the tenant is given a list at the start of the tenancy indicating which repairs are their responsibility and which are the council's. Where it is identified that work that is the tenant's responsibility has not been carried out, the tenant should be given the opportunity to carry out the work themselves first. Where they still fail to carry out the repair, the work should be ordered via the repairs service, and a recharge invoice should be raised.

Unauthorised alterations - under section 97 of the Housing Act 1985 as amended, tenants must seek the landlord's consent before undertaking any alterations to the property. Reasonable conditions may be attached to the consent which may only be withheld if the alterations would be likely to make the property, or any other property less safe for occupiers, to cause the landlord to incur additional expenditure, or to reduce the value of the property on the open market, or the rent which could be charged. Tenants undertaking unauthorised alterations will be given 28 days to reinstate as original or effect remedial repairs to render the property safe and in a condition which may permit consent to be granted retrospectively. Failure to do so will result in the issue of notice to gain entry and affect the necessary works by a contractor appointed by the Council, the cost of which will be recharged to the tenant.

Wilful damage - any wilful or accidental damage to the property or its fixtures and fittings is the responsibility of the tenant. This could include damage by a third party. Where persons other than the tenant, and the name and address of the perpetrator undertake wilful damage to the property is known, then a criminal damages claim may be pursued. Otherwise it will be the tenant's responsibility. In this situation a rechargeable repair will apply, although the tenant will be offered the opportunity to carry out the work themselves first.

Neglect – where a tenant has failed to report the landlord's repair obligations leading to deterioration in the condition of the property. In this situation a rechargeable repair will apply, although the tenant will be offered the opportunity to carry out the work themselves first.

Changes of tenancy – Upon the vacation of any premises, any of the above categories of rechargeable repairs may apply. The recharged cost may include rubbish left behind. Where possible a pre-vacation inspection should be carried out and a standard letter sent advising the tenant of the works that will be recharged if they do not carry out the work themselves first. The property inspection form should be completed.

Transfers

Immediately following the allocation of a vacant property to a tenant via Choice Based Lettings, their property will be inspected, and the property

inspection form should be completed. Transfers will be withheld unless the tenant accepts full responsibility for rechargeable repairs, including poor decorative condition, and makes payment in full or alternatively undertakes the necessary works within 48 hours. This policy may be waived at the discretion of the Head of Housing Management where the transfer involves elderly or disabled persons, or tenants moving under the incentive scheme from larger to smaller accommodation.

Raising the invoice

Raise and invoice for the rechargeable repair

Administration charge

An administration charge of £15 per item plus VAT should be added.

Photographic evidence –

Wherever possible photographic evidence should be taken of rechargeable repairs, to use as proof in court, should recovery action be necessary. The photos should be stored in the database of digital photos.

Payment of invoices

After the issue of the rechargeable repair invoice, monitoring of the payments will be undertaken. Payments will be expected within 28 days although instalments over 6 months may be negotiated. Where payment is not made the matter will be referred to the firm responsible for recovery of debts to the council. Non-payment may result in the service of a Notice of Seeking Possession/Notice to End the Tenancy for breach of tenancy conditions.