

# Housing Management Repairs Recharge Policy

**July 2024**



THE ROYAL BOROUGH OF  
KENSINGTON  
AND CHELSEA

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## **1 INTRODUCTION**

- 1.1 This policy applies to RBKC tenants and leaseholders.
- 1.2 RBKC works to maintain managed properties to a high standard of repair. RBKC Housing Department have a statutory obligation to complete specific repairs to their properties.
- 1.3 The landlord is not responsible to undertake repairs that have resulted from deliberate act or neglect by the tenant or other persons residing in or visiting the property or any other third party. The landlord will not repair or replace the tenant's own appliances, fixtures, or fittings.
- 1.4 Sometimes repairs are required due to damage or changes made to properties by tenants. If we need to rectify tenant damage or changes, we will "recharge" the tenant or leaseholder responsible.
- 1.5 This policy considers repairs that are needed due to the action of others (for example, police forced entries) and cases where we must correct poor work carried out by the tenant or their representative.
- 1.6 This policy includes the condition of a property when a tenant moves out, as well as any possessions left behind that require removing by the council.
- 1.7 This policy covers additional costs incurred to the council through tenants not giving access for essential gas safety checks.
- 1.8 We may provide additional services including small maintenance support through various methods such as RBKC's handyperson programmes, to which this policy may not necessarily apply.

## **2 Related Documents**

- Tenancy Agreement
- Tenancy Handbook
- Repairs Policy
- Voids & Lettings Policy & Procedure
- Void Clearance Procedure
- Allocations Policy
- Mutual Exchange Procedure
- Termination of Tenancy Procedure
- Abandonment and Unauthorised Occupant Procedure
- RBKC HM Complaints Procedure
- Improvements to your Home Policy
- Managing vulnerabilities around repairs & major works policy

### **3 Aims**

- 3.1 To provide a fair and transparent framework in which the cost of work for which RBKC is not responsible is paid by the appropriate person or organisation. This ensures that these expenses do not unnecessarily deplete resources that could otherwise be used to provide services to the broader tenant community.

### **4 Policy Statement**

- 4.1 RBKC will carry out all repairs as required by law (including statutory obligations such as those arising from Section 11 of the Landlord and Tenant Act 1985) and RBKC's regulators. However, RBKC's tenants are also responsible for keeping their homes in good condition.
- 4.2 RBKC's tenancy agreement outlines which repairs will be carried out by RBKC and which are the responsibility of the tenant. This is also explained in the tenants' handbook.

### **5 Rechargeable Works**

- 5.1 Except in limited circumstances, we will not carry out work beyond that stated in the tenancy agreement. This policy applies in circumstances where we are required for other reasons, or requested to carry out such works including:
- situations where the repair is necessary to avoid damage to the property,
  - situations where the repair is necessary to protect the health, safety or security of the tenant and other tenants,
  - where vulnerable tenants request a repair (section 11 of this policy)
  - works arising from neglect or damage caused by the tenant, their appliances, other household and family members, visitors to the property and other parties (such as the police).
- 5.2 The first two categories above are defined as "Essential Chargeable Repairs", while the second two categories are defined as "Non-Essential Chargeable Repairs".
- 5.3 In cases where we undertake repairs which are not Council's responsibility we will:
- Advise the tenant that the work is liable to be rechargeable when the request is received and details of the cost.
  - Offer the tenant the option to correct the repair themselves, which must meet the Council's standard.

- Ask the tenant to pay the full price of these repairs plus any related costs (such as those arising from gaining entry should this be necessary)
- If we are attending to repairs resulting from the serving of a statutory building notice on us and it is found that the notice served arises from the tenant's actions, we will recharge the full cost of the works, plus any other costs associated with discharging the notice.
- Normally we require the tenant to pay for the works in advance, if the tenant is unable to cover the costs immediately, we may seek contribution in advance with a written agreement to pay the balance owed within a specified period.
- Essential Chargeable Repairs - In these cases, costs will be provided in advance, if possible, if not the tenant will be provided with a full breakdown of costs and payment methods.

5.4 We will not recharge for repairs in which a valid crime reference number can be provided for an incident/event (e.g. a broken window)

5.5 Examples of items which RBKC would not normally take responsibility for are attached at Appendix 1.

## 5.6 Leaseholders

5.7 For recharges relating to Leaseholders, the Home Ownership Team will provide advice to leaseholders and RBKC employees, regarding the terms of the lease and repair ownership.

5.8 RBKC may have to complete repairs to a leaseholder's property, where damage is caused by the leaseholder impacting on RBKC tenants or causing potential damage to RBKC properties (leaks etc.). These repairs would be recharged to the leaseholder.

5.9 In these instances, RBKC would contact the leaseholder in advance of carrying out works. If the repair is of an urgent nature, we may not be able to.

## 6 Recharges for failing to give access.

6.1 We have a responsibility to undertake annual gas servicing and similar works such as electrical tests, which require us to enter tenants' homes and perform checks. In cases when tenants fail to provide access to undertake these checks, we will apply to court for a warrant of entry to the property.

6.2 Where RBKC incurs additional costs in ensuring we can undertake gas servicing or other safety related or emergency works required, we will recharge these costs to the tenant.

## **7 Recharges related to Tenancy Termination**

- 7.1 When a tenant provides notice of terminating their tenancy, a pre-void inspection is undertaken by the council. If repairs to the property are identified during the inspection, the tenant will be advised that failure to correct, will result in a rechargeable repair.
- 7.2 We will help tenants manage tenancy termination repairs by carrying out a pre-void inspection to inform the tenant of any works required by them before ending their tenancy and leaving their property. We will provide tenants with advice regarding the condition they should leave their home, in order to avoid recharge.
- 7.3 Before ending the tenancy and leaving the property the tenant is responsible for the following:
- Ensuring the property is cleared of any personal possessions, furniture, and rubbish, from any internal or external areas belonging to the property or block.
  - Ensuring any garages or sheds are emptied.
  - Ensuring the property is left without damage caused during the tenancy (beyond normal wear and tear).
  - Ensuring the council's fixtures and fittings are not removed from the property (i.e., Kitchen fittings/furnishings).
  - Ensuring any repairs which are the landlord's responsibility are reported ahead of the end of tenancy.
  - Ensuring any alterations to the property are returned to their original condition at the start of the tenancy unless there is written consent from the Neighbourhood Tenant Services Team for the alterations to stay in place.
  - Ensuring they return all sets of keys and fobs originally given to them at the start of their tenancy (to avoid being charged for a forced entry, plus new keys).
  - Return any keys for garages / sheds etc.
- 7.4 If the tenant is unsure about their responsibilities, they should contact the Neighbourhood Tenant Services team before the end of their tenancy.
- 7.5 If the tenant has failed to reinstate the property to a satisfactory standard prior to vacation, RBKC reserves the right to withdraw any offer of alternative accommodation that may have been made.
- 7.6 Lack of compliance may affect the tenant's ability to seek new tenancies within the borough.

7.7 *There may be some circumstances in which RBKC's Neighbourhoods Team gives permission to leave certain items, but this must be formally agreed in advance.*

## **8 Prevention**

8.1 We will endeavour to minimise the occurrence of rechargeable repairs by explaining to tenant when they request a non-statutory repair that a recharge cost is likely to be incurred.

8.2 RBKC will advise of rechargeable items during annual home visits and repair visits.

## **9 Vulnerable Tenants**

9.1 We recognise that not every individual who is protected by the Equality Act has additional needs related to housing. Personal or health factors may have no bearing on a resident's ability to sustain their tenancy or to request a service. The severity of a vulnerability can also fluctuate. It can have a long-lasting impact, deteriorate over time or may only temporarily arise when an external factor renders a person vulnerable. A vulnerability may arise when a housing issue disproportionately impacts a customer due to their personal circumstances or characteristics (either protected or unprotected).

9.2 RBKC will use its discretion to undertake repairs beyond those set out by the tenancy agreement for tenants identified as vulnerable. Vulnerability for the purposes of this policy is defined as:

- Having a diagnosed disability and receiving state benefits.
- Tenant of pension age and receiving state benefits.

9.3 Where the tenant is liable to pay for the rechargeable repair is identified as 'vulnerable' RBKC will review responsibilities for costs on a case-by-case basis.

## **10 Calculation Of Recharges**

10.1 When calculating the cost of rechargeable works, we will either obtain the costings from the standard list of rechargeable repairs (Appendix 2) which is reviewed annually or if the type of repair is not included in the list, we will obtain an estimated cost of the job from the appropriate Schedule of Rates.

10.2 On occasions such as the replacement of major items e.g., Baths, WC's etc., RBKC will consider 'Wear and tear' prior to finalising the rechargeable costs. We would also take into consideration whether Capital Works are due at the property in the near future. For example, a 20-year-old kitchen cupboard close to its replacement date may not be recharged at full cost.

## **11 Repayment of recharges**



- 11.1 After a rechargeable repair has been requested and the costs have been established, an officer from the Rent Income Team will contact the person due to be recharged.
- 11.2 The officer in charge of the case will discuss payment arrangements. In certain instances, repayment of charges in full could cause excessive financial difficulty for the tenant, therefore the officer will arrange a payment plan which is affordable and reasonable.

## **12 Monitoring of cases / Impacts of non-payment**

- 12.1 Outstanding recharges will be monitored and pursued. If the recharge remains unpaid, then RBKC will take appropriate action, which may include legal action being pursued, or debt collection agencies being employed.
- 12.2 Any outstanding recharges will remain detailed on the rent account and will be taken into consideration when:
  - Request for Transfers/ or Mutual Exchange – Tenants will be required to pay any outstanding recharges prior to being allowed to transfer or exchange into or out of a property.
  - Applications for re-housing with RBKC from previous tenants who have outstanding recharge bills will be assessed in the normal way, taking account of the housing needs and circumstances of the individual, including any payment history relating to the outstanding debt.
  - If a Right to Buy application is made by a tenant with an outstanding recharge, then the recharge should be settled prior to the application being processed.

## **13 Disputed Recharges and Complaints**

- 13.1 Tenants in receipt of a recharge bill has the right to dispute, whether it is with regards to the validity of the recharge, or the actual amount being charged. In order for the dispute to be considered it must be made within 7 working days from the date of the recharge notice.
- 13.2 The tenant will query the charge with the officer in charge of their case, who will investigate and escalate to the Income Manager if necessary.
- 13.3 In cases where it has been agreed for the charge to be written off, this will be reviewed by the Head of Income and sent to Director of Housing Management for sign off.
- 13.4 The dispute/complaint should be addressed to the Head of Income.
- 13.5 If the tenant is unhappy with the dispute/complaint outcome, then they may

raise a complaint under RBKC Housing Management's complaints process.

## **14 Equalities Statement**

- 14.1 The Council is committed to promoting fair and equal access to services and equal opportunities in employment, and the procurement of goods and services as a community leader. The Council's policies, procedures and day-to-day practices have been established to promote an environment which is free from unlawful and unfair discrimination, while valuing the diversity of all people.
- 14.2 Discrimination on the grounds of race, nationality, ethnic origin, religion or belief, gender, marital status, sexuality, disability, and age is not acceptable: the Council will take action to ensure no person using the council's premises or services receives less favourable treatment or is disadvantaged by requirements or conditions that cannot be justified. The Council will tackle inequality, treat all people with dignity and respect and continue to work to improve services for all services users.

## **15 The General Data Protection Regulation (GDPR) and the UK Data Protection Act 2018**

- 15.1 As a directorate of RBKC, Housing Management shares the commitment to ensure that all data is:
- Processed lawfully, fairly and in a transparent manner.
  - Collected for a specific and legitimate purpose and not used for anything other than this stated purpose, or as provided for in our privacy and fair processing notices.
  - Relevant and limited to whatever the requirements are for which the data is processed.
  - Accurate, and where necessary, kept up to date. Any identified inaccuracies will be amended or removed without undue delay.
  - Stored for as long as required, as specified within RBKC's Records Retention policy.
  - Secured with appropriate solutions, which protect the data against unauthorised or unlawful processing and accidental loss, destruction, or damage.
- 15.2 For more information about the Council's commitment to GDPR, please see the Council's website at [www.rbkc.gov.uk](http://www.rbkc.gov.uk).

## **16 Monitoring and Review**

- 16.1 This policy will be reviewed in conjunction with the procedure every three years, or when legislative or regulatory changes take place that could affect

it. The next review will take place by July 2027

## **17 Appendices**

### **1.1 APPENDIX 1**

#### **Likely rechargeable repair in Occupied Dwellings**

In addition to the items specifically listed in the tenant agreement the following repairs are not normally the responsibility of RBKC:

1. Correcting alterations/repairs carried out by a tenant which are deemed by RBKC to be of an unacceptable standard.
2. Unauthorised building alterations.
3. Damage within properties and vandalism where the offender is known and there is sufficient evidence to pursue a legal action for criminal damage, if necessary. The cost of damage caused by children will be recharged to their parents.
4. Unblocking of sinks and toilets.
5. Unblocking drains blocked by the tenant.
6. In some cases (for example in blocks of flats) we may unblock sinks, toilets and/or drains when the cause of the blockage is unidentified, however we reserve the right to charge for these works if the tenants' lifestyle, direct action, or lack of action has caused the problem.
7. Damage to the fabric of the building, fixtures and fittings and furniture (where provided) by the tenant, tenant's family, or visitors.
8. Glass broken by the tenant, any member of their household or anyone visiting the tenant's home.
9. Replacement of keys, fobs, and locks where the lock is not faulty (e.g.: where keys have been lost). Damage to door entry handset, wiring etc.
10. Re-entry to the property where a tenant has locked themselves out.
11. Replacement of light bulbs or fluorescent tubes
12. Re-instatement of properties including (for example) replacement of non-standard electrical fittings and testing where appropriate when a tenant vacates a property.
13. More extensive works resulting from the tenant failing to carry out routine repairs under their tenancy agreement or to report repairs which are the landlord's responsibility.
14. Any damage caused by the tenant's appliances, such as leaking washing machines.
15. Fumigations and needle sweeps.

## 1.2 APPENDIX 2

JOB	TYPE	COST	ADMIN	TOTAL (NET)	VAT	TOTAL
Call Out Charge		£50.00	£16.67	£66.67	£13.33	£80.00
Abortive Call Tenant Responsibility		£50.00	£16.67	£66.67	£13.33	£80.00
Gain Access		£33.33	£16.67	£50.00	£10.00	£60.00
New Lock	Epu - Suited Lock	£76.66	£16.67	£93.33	£18.67	£112.00
New Lock Including Gain Access	Wood/Upvc/Shed	£50.00	£16.67	£66.67	£13.33	£80.00
New Lock To Front And Rear Door	Wood/Upvc/Shed	£75.00	£16.67	£91.67	£18.33	£110.00
New External Door Including Boarding	Wood	£266.66	£16.67	£283.33	£56.67	£ 340.00
	Ext Flat Fire Door	£235.00	£16.67	£251.67	£50.33	£ 302.00
	Int Fire Door	£95.52	£16.67	£112.19	£22.44	£ 134.63
New Door Panel - Half	Wood/Glass/Upvc	£41.66	£16.67	£58.33	£11.67	£70.00
New Door Panel - Full	Wood/Glass/Upvc	£137.50	£16.67	£154.17	£30.83	£ 185.00
Reglaze Including Boarding	Upvc	£45.83	£16.67	£54.17	£10.83	£65.00
Renew Window Catch	Wood/Upvc	£37.50	£16.67	£62.50	£12.50	£75.00
New Internal Door	Flush	£66.66	£16.67	£83.33	£16.67	£100.00
New Bath		£316.66	£16.67	£333.33	£66.67	£400.00
New Wc - Pan Only		£66.66	£16.67	£83.33	£16.67	£100.00
New Hand Wash Basin		£75.00	£16.67	£91.67	£18.33	£ 110.00
Blocked Wc		£50.00	£16.67	£66.67	£13.33	£80.00
Supply And Fit Taps		£84.71	£16.67	£101.38	£20.28	£ 121.66
Bath Panel (Full)		£59.37	£16.67	£76.04	£15.20	£91.24
<b>Electrical</b>						
Drilled Through Electrical Cable		£108.33	£16.67	£125.00	£25.00	£ 150.00
New Fob Key And Reprogramme		£23.33	£16.67	£40.00	£8.00	£48.00
Bathroom 2d Light Replace Lamp		£26.22	£16.67	£42.89	£8.58	£ 51.47
Diffuser (Cover For Kitchen Tube)		£20.86	£16.67	£37.52	£7.50	£45.02
<b>Heating</b>						
No Heating - Heating Controls Switched Off/Thermostat Turned Down Too Low		£37.50	£16.67	£54.17	£10.83	£65.00
Rehang Radiator (Pulled Off Wall)		£37.50	£16.67	£54.17	£10.83	£65.00