

Policy Section	Suggested Change	Reason for Change
<b>2.0 Purpose</b>	<p>Amend the paragraph...</p> <ul style="list-style-type: none"> <li>The purpose of this policy is to set out the criteria under which the Council may recharge the tenant or the leaseholder in circumstances where the Council carries out remedial work which has arisen following a breach of the Tenancy Agreement, Leaseholder Agreement, or which has arisen from the application of a provision contained within another policy of the Council'.</li> </ul> <p>to...</p> <ul style="list-style-type: none"> <li>The purpose of this policy is to set out the criteria under which the Council may recharge the tenant or the leaseholder when remedial work is carried out, which has arisen following a breach of the Tenancy or Leaseholder Agreement.</li> </ul>	Reduces ambiguity and clarifies the policy's purpose
<b>3.0 Aims and Objectives</b>	<p>Remove the line...</p> <ul style="list-style-type: none"> <li>a 'Keeping in Touch' visit</li> </ul>	These type of visits have been superseded by other options including pre-termination or pre-transfer inspection, a void property inspection, or an ad-hoc property inspection.

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<b>5.1 Existing Tenants: Breach of the Tenancy Agreement</b>	Amend the list of 'Examples of Works' from... <ul style="list-style-type: none"> <li>• chimney sweeping</li> <li>• replacing electric fuses and plugs</li> <li>• replacing lost or damaged keys</li> <li>• replacing light bulbs</li> <li>• replacing waste plugs and chains to sinks, baths and wash hand basins</li> <li>• repairing minor cracks to plaster</li> <li>• re-pressurising the boiler</li> <li>• easing doors over carpets</li> <li>• resetting fuses if they blow due to an appliance/light bulb fault</li> <li>• blocked waste pipes to sinks, baths, showers or wash basins</li> <li>• testing smoke detectors and carbon monoxide detectors weekly</li> <li>• keeping electric or gas appliances that are the tenant's responsibility well maintained and where any such appliance is subject to product recall advice, to adhere to such advice.</li> <li>• not undertake any unauthorised improvements</li> <li>• look after the Contents (furniture, furnishings, fixtures etc,)</li> <li>• remove items from and cleaning the Building and / or Communal Areas</li> </ul> fulfil the tenant's parking obligations	This amended list has been prioritised and condensed to give better clarity on tenant responsibilities

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	<p>to...</p> <ul style="list-style-type: none"> <li>• replacing lost or damaged keys</li> <li>• replacing electric fuses, plugs and light bulbs</li> <li>• replacing waste plugs and chains to sinks, baths and wash hand basins</li> <li>• re-pressurising the boiler</li> <li>• easing doors over carpets</li> <li>• unblocking waste pipes to sinks, baths, showers or wash basins</li> <li>• testing smoke detectors and carbon monoxide detectors weekly</li> <li>• not undertaking any unauthorised improvements</li> <li>• looking after the contents (furniture, furnishings, fixtures etc,)</li> <li>• removing items from and cleaning the building and / or communal areas</li> </ul>	
<p><b>5.3 Emergency Repairs</b></p>	<p>Amend the paragraph...</p> <ul style="list-style-type: none"> <li>• 'In an emergency situation, the Council will undertake all emergency repairs, including the boarding up of broken or damaged windows and doors. The Council will recharge the tenant for the call-out charge and the full cost of undertaking any work which the Council deems to be the tenant's responsibility'.</li> </ul>	<p>This amendment clarifies the fact that tenants / leaseholders will only be charged for repairs that are either their responsibility or a breach of agreement</p>

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	<p>to...</p> <ul style="list-style-type: none"> <li>• 'In an emergency situation, the Council will undertake all relevant repairs. However, the Council will recharge the tenant for any work which the Council deems to be either the tenant's responsibility or a breach of the Tenancy / Leaseholder Agreement'.</li> </ul>	
<p><b>5.4 "Out of Hours" Repairs</b></p>	<p>Amend the paragraph...</p> <ul style="list-style-type: none"> <li>• In an "Out of Hours" situation, if the Council attend a Tenant's home and the Tenant is not at home, or the Council subsequently assesses that the reported "out of hours" repair falls within the 'Routine D' repair category, the Council may recharge the Tenant for the cost of the abortive call. Standard charges are listed within the "Schedule of Costs for Recharges" document.</li> <li>• Where a rechargeable repair is undertaken "out of hours", an invoice will be raised within 10 working days and a 15% administrative charge will be added to the total amount payable.</li> </ul>	<p>These amendments clarify the following...</p> <ul style="list-style-type: none"> <li>• Tenants will be recharged for any repair that is not classified as an emergency</li> <li>• The charges will be aligned to NATFED</li> <li>• There will be a standard administration fee for any 'out of hours' rechargeable repairs (rather than a 15% uplift)</li> </ul>

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	<p>to...</p> <ul style="list-style-type: none"><li data-bbox="725 347 1323 826">• In an “out of Hours” situation, if the Council attends a tenant’s home and the tenant is not at home, or the Council subsequently assesses that the reported “out of hours” repair is not an emergency, the Council may recharge the tenant for the cost of the abortive call. Standard charges are listed within the “Schedule of Costs for Recharges” document, which are aligned with the National Housing Federation Schedule of Rates (NATFED).</li><li data-bbox="725 868 1301 1086">• Where a rechargeable repair is undertaken “out of hours”, an invoice will be raised within 10 working days and a standard administrative charge will be added to the total amount payable.</li></ul>	

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<b>5.6 Mutual Exchanges</b>	<p>Amend the paragraph...</p> <ul style="list-style-type: none"><li>• Where the Tenant applies for a mutual exchange and the exchange is approved by the Council, any rechargeable repairs identified as part of the mutual exchange process will become the responsibility of the person to which the tenancy is to be assigned.</li></ul> <p>to...</p> <ul style="list-style-type: none"><li>• Where a mutual exchange is approved, the Council will only repair issues that are assessed as a safety concern (i.e. which puts someone's health, life or property in danger). Any rechargeable repairs will become the responsibility of the person to which the tenancy is to be assigned.</li></ul>	<p>This amendment gives further clarity on the responsibilities of the Council and the tenant when a mutual exchange is approved</p>

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<b>5.8 Notice to carry out the Recharge</b>	<p>Amend the paragraph...</p> <ul style="list-style-type: none"><li>• Where the Council identifies a rechargeable item, except for situations detailed in Section 5.3 'Emergencies', the Council will service a Notice on the tenant or leaseholder which requires the tenant or leaseholder to carry out the works at their own expense and to a standard which is acceptable to the Council.</li></ul> <p>to...</p> <ul style="list-style-type: none"><li>• Where the Council identifies a rechargeable item when, for example, completing an inspection, the Council will service a notice on the tenant or leaseholder. This requires the tenant or leaseholder to carry out the works at their own expense and to a standard which is acceptable to the Council.</li></ul>	<p>This amendment clarifies the process for when the Council identifies rechargeable repairs (rather than the tenant contacting the Council)</p>

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<b>5.8 Notice to carry out the Recharge</b>	<p>Remove the paragraphs...</p> <ul style="list-style-type: none"><li>• Where the required work is of a specialist nature, for example, works to electrical or gas installations, or to the heating supply, the tenant or leaseholder must arrange for the works to be carried out by an appropriately qualified contractor. The contractor must have public liability insurance. The tenant or leaseholder is to notify the Council in order to gain prior approval for the use of the contractor to carry out the works.</li><li>• The works must be carried out to a standard and within a time frame agreed in writing by the Council. The Council will post-inspect all works carried out and if this standard is not met then the Council may undertake remedial works and recharge the tenant or leaseholder for the cost of undertaking the work.</li></ul> <p>And replace with....</p>	This amendment reduces the risk of ambiguity between the two policies

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	<ul style="list-style-type: none"> <li>Please note, details on standards, timeframes and works of a specialist nature are within the Alterations and Improvements Policy.</li> </ul>	
<b>5.9 Situations to waive the Recharge cost</b>	Amend the line... <ul style="list-style-type: none"> <li>'The payment must be made in full before the repair is completed, unless there are exceptional circumstances.'</li> </ul> to...	This amendment gives the reader a better understanding of what an exceptional circumstance could be. It also clarifies that decisions on full payment need to be escalated to a relevant team leader or manager
	<ul style="list-style-type: none"> <li>The payment must be made in full before the repair is completed, unless there are exceptional circumstances. Examples include if the tenant or leaseholder is experiencing significant financial difficulties or if the repair is critical for the safety and well-being of the occupants (e.g., fixing a gas leak or repairing structural damage). However, only a manager or team leader can make the decision not to take a full payment upfront.</li> </ul>	
<b>5.9 Situations to waive the Recharge cost</b>	Remove the lines... <ul style="list-style-type: none"> <li>any damage which is accidental and meets the following criteria:</li> </ul>	Removal of these lines reduces ambiguity for the member of staff making the decision whether a particular repair is rechargeable  The policy also has a separate section on additional support needs, which includes the

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	<ul style="list-style-type: none"> <li>○ the damage is not part of a history of repeated accidental damage, and the tenant or leaseholder has been identified as vulnerable and the damage caused is as a result of their vulnerability</li> </ul>	line “where a person’s additional support needs prevents them from adhering to their responsibilities as a tenant or as a leaseholder”.
<b>5.9 Situations to waive the Recharge cost</b>	<p>Remove the lines...</p> <ul style="list-style-type: none"> <li>• any damage caused to the home of a tenant by someone behaving in an antisocial way (excluding members of the tenant’s household or visitors to the property); The incident, including ‘hate incidents’, should have been reported to the Council as an act of anti-social behaviour.</li> </ul>	<p>This element is covered by the following bullet point within section 5.9;</p> <ul style="list-style-type: none"> <li>• where a tenant has been a victim of a crime, and who has reported the crime to the Police and obtained a crime reference number or valid supporting evidence from the Police.</li> </ul>
<b>5.9 Situations to waive the Recharge cost</b>	<p>Remove the lines...</p> <ul style="list-style-type: none"> <li>• where a person’s vulnerability prevents them from adhering to their responsibilities as a tenant or as a leaseholder</li> </ul>	<p>All tenants require capacity to understand the tenancy agreement and therefore need to comply with the recharges policy.</p> <p>The policy also has a separate section on helping tenants with additional support needs.</p>

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<b>5.10 Debt Repayment Instalment Schedule</b>	Amend the line... <ul style="list-style-type: none"> <li>• 'Where a tenant or leaseholder has indicated that they cannot pay the invoice in full, a repayment instalment plan may be agreed so that the debt is repaid in full within one month of requesting payment.'</li> </ul> to... <ul style="list-style-type: none"> <li>• 'Where a tenant or leaseholder has indicated that they cannot pay the invoice in full, a repayment instalment plan may be agreed so that the debt is repaid in full within 12 months of requesting payment. Any variation above 12 months must be approved by a manager.'</li> </ul>	This amendment will give the tenant a more realistic timeframe to clear the charge
<b>5.12 Debt Recovery</b>	Amend the line... <ul style="list-style-type: none"> <li>• Contacting an outside collection agency to collect debts over £25 and under £500. (For debts over £500, the originating Officer will provide a Statement of Truth before the debt is passed to the outside collection agents); or</li> </ul> To...	A Statement of Truth is not required when passing information to a collection agency

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<b>5.13 Use of Discretion</b>	Removal of this section... <ul style="list-style-type: none"><li>• The Council may exercise its discretion at any time to undertake any work (which the Council deems to be the responsibility of the tenant or leaseholder under the relevant tenant or leaseholder agreements), and recharge the tenant or leaseholder the full cost of the works carried out and any associated charges.</li></ul>	The utilisation of discretion (e.g. helping tenants with additional support needs) is covered within other sections of the Policy