

# Roupell Park Residents Management Cooperative Ltd



<b>Policy</b>	Repairs Recharges	<b>Index number</b>	
<b>Applies to</b>	All residents of Roupell Park Resident Management Co-op (RPRMC)	<b>Draft</b>	
		<b>If 'Yes' date of draft</b>	
<b>Post holder responsible for review</b>	Estate Director	<b>Date approved</b>	28 October 2014
<b>Approval level</b>	Board	<b>Date for review</b>	28 October 2016

## 1. Introduction

- 1.1 Roupell Park Resident Management Co-op (RPRMC) manages property on behalf of London Borough of Lambeth under a Modular Management Agreement which defines respective roles and responsibilities, including for the repair and maintenance of the property.
- 1.2 In general terms this means RPRMC is responsible for the responsive maintenance service, whilst the Council has responsibility for works to the structure of the building and major repairs and refurbishment.
- 1.3 This policy applies only to repairs that are the responsibility of RPRMC. When any recharge applies to works that are the responsibility of the Council, its policies or those of Lambeth Living will apply.
- 1.4 This policy covers circumstances where -
  - A tenant or leaseholder requests that RPRMC carries out works that are otherwise their responsibility or

- Through negligence or deliberate action, the tenant or leaseholder, family or visitors damage property for which RPRMC is responsible, including damage to the homes of other people living on the estate
  - When a tenant vacates their property the condition of the property are beyond normal wear and tear or where the property had not been cleared before hand
  - Where the tenant provides misleading information which leads to RPRMC incurring additional costs
- 1.5 It is the responsibility of tenants to report to the TMO any defects which need repair as soon as possible.
- 1.6 RPRMC recognises that there will be times due to exceptional circumstances or vulnerability that the terms of this policy may need to be varied and works carried out which are not the responsibility of the organisation without applying a recharge. Where this policy is applied the reason for the decision must be recorded on the tenancy file.
- 1.7 This policy should be read in the context of RPRMC's repairs policies and procedures and service standard.

## **2. Legal Context**

- 2.1 Resident's tenancies and leases set out the duties and obligations of the landlord and the tenant or leaseholder including those in relation to repairs and maintenance.
- 2.2 The respective responsibilities for leaseholders and tenants are different.
- 2.3 For tenants the landlord has responsibility had wider responsibility for repairs, including to the inside of their home. These are defined within the tenancy and RPRMC's repairs policies and service standards.
- 2.4 In general terms the repairing obligation of a landlord towards leaseholders is limited to the structure of the property and in relation to any shared services. On Roupell Park this includes
- Lifts
  - Door Entry Systems
  - Estate Lighting
  - Estate Roads
  - Communal Heating

- 2.5 In all cases leaseholders pay for services through a service charge and RPRMC cannot undertake works that are leaseholder responsibility without receiving payment.
- 2.6 Ongoing negligence or abuse to property may be a breach of either tenancy or lease conditions and may result in action for possession or other legal action being taken.

### **3. Policy**

- 3.1 RPRMC will wherever possible seek to avoid carrying out any repairs where a recharge will be incurred and will only do so where the resident could not reasonably be expected to carry out work themselves or to employ another building contractor to do so.
- 3.2 Where it is agreed to carry out work for a tenant or leaseholder that is beyond RPRMC's repairing responsibilities they will be provided with a quotation for the works. Payment will then need to be made in advance of the works commencing.
- 3.3 Work will be carried out at the convenience of RPRMC so that it does not interfere with the normal operational priorities of the organisation.
- 3.4 Cash payments will not be accepted for works which must be paid for either by cheque or by BACS in favour of RPRMC.
- 3.5 Where a tenant has caused damage to the inside of their homes RPRMC will not carry out repairs even on a rechargeable basis unless the damage presents a risk to the occupants or other residents of the block or to its structure.
- 3.6 Where RPRMC carries out rechargeable works in relation
- A tenant or leaseholder requests that RPRMC carries out works that are otherwise their responsibility or
  - Through negligence or deliberate action, the tenant or leaseholder, family or visitors damage property for which RPRMC is responsible, including damage to the homes of other people living on the estate
  - When a tenant vacates their property the condition of the property are beyond normal wear and tear or where the property had not been cleared before hand

- Where the tenant provides misleading information which leads to RPRMC incurring additional costs

RPRMC will seek to make a repayment agreement for the recovery of costs. Where payments are not made then RPRMC will seek the recovery of costs, either through the small claims or county courts.

- 3.7 Where works could be subject to an insurance claim residents must be advised to make a claim on their insurance and only to undertake works on the say so of their insurance company.