

Housing Repairs Recharge Policy



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1. INTRODUCTION

1.1 Purpose

This Policy and Procedure sets out Winchester City Council's (The council) approach to when and how rechargeable works are applied to tenants and former tenants of council owned housing. The aim is to encourage tenants to take responsibility for looking after their homes and in cases of failure to identify and recover the cost of repairs and other associated charges. Charges would be applied as a result of wilful damage, accidental damage or general neglect by the tenant to fixtures and/or fittings owned by the council. The council has a duty to all tenants to ensure that the use of HRA funds is applied appropriately.

1.2 Scope

The council will manage the portfolio of homes and tenancies effectively and an aspect of delivering value for all residents is by ensuring:

- A. We minimise the cost of carrying out work which is not the council's responsibility.
- B. We recharge the costs back to those responsible.
- C. We enforce tenancy conditions consistently.
- D. We have a clear audit trail for tenants should they refute a recharge.
- E. We chase those who do not pay to ensure equality for all tenants.

1.3 Objectives

- The council is committed to providing excellent homes and services to tenants and helping to build sustainable communities where people want to live and work.
- Tenants are to be encouraged to take ownership for the maintenance and cleanliness of their homes in accordance with the responsibilities set out in their Tenancy Agreement.
- Demands on the service are increasing with limited capacity to increase revenue. The council will work with residents to ensure that funds are spent appropriately and are not applied indiscriminately.

2. DEFINITIONS

2.1 Recharge – Where the council charges the tenant/s for work which is their responsibility such as damage, neglect or non-compliance with the tenancy agreement and that has been carried out by the council.

2.2 Tenant – tenants, leaseholders, former tenants.

3. LEGAL AND REGULATORY FRAMEWORK

3.1 The rights and obligations of our tenants are set out in the following:

- Housing Act 1985
- Housing Act 1988
- Equalities Act 2010
- Anti-social Behaviour, Crime and Policing Act 2014
- Tenancy Agreement
- Lease Agreement
- Garage Agreement
- The council Repairs Policy
- The council Damp and Mould Policy
- Neighbour Nuisance policy and procedure
- The council Voids Policy

4. POLICY PRINCIPLES

4.1 The council will recover costs which have been caused through wilful damage or carelessness/negligence by a tenant or his/her family or visitors to their home.

4.2 The council will recover costs for damage or neglect to a property when a tenancy ends.

4.3 The council will recover costs for the clearance of rubbish and debris left at the property, including untidy gardens, when a tenancy ends.

4.4 The council will recover costs for reinstatement work where tenants have undertaken unauthorised or poor standard works within the dwelling.

4.5 This policy applies to all current council tenants, damage by their pets and any previous tenants.

4.6 Tenants will, in all cases, be given full information relating to situations in which they are being recharged.

4.7 Tenants shall be given the opportunity to rectify any works themselves to the council's approved standards.

4.8 The council will seek to recover all appropriate costs that are deemed to be chargeable.

4.9 Where damage has been caused as the result of a deliberate act, proceedings for Criminal Damage and/or action may be taken against a tenant or a third party.

4.10 If a tenant or a member of their household, or a visitor causes damage, this may be deemed to be a breach of tenancy and the council may take legal action such as seeking an injunction, possession proceedings and/or recovery action.

4.11 Where damage has been caused by a third party outside of a tenant's household, family or visitors, the Police will be informed, and a crime number requested. In such cases a tenant may not be recharged. However, the council reserves the right to investigate such circumstances and may impose a recharge if it considers it reasonable to do so.

4.12 The council may exercise discretion in the application of this policy, dependent upon the circumstances of individual tenants.

4.13 Tenants will have the right to appeal (see section 7 below)

4.14 Instances that may result in recharges being applied are, but not limited to:

- A. Costs arising due to reinstating any unauthorised or unsatisfactory alterations or improvements.
- B. Costs arising from work undertaken by the council to make tidy, neglected and overgrown gardens.
- C. Costs arising from fires or floods that are due to unauthorised alterations or other faults caused by a tenant or their family or visitors.
- D. Costs arising due to damage caused to the property as a result of the lawful execution of a warrant by the Police and/or other authorised body.
- E. Costs incurred by inappropriate callouts by a tenant to the Out of Hours Repairs Service.
- F. Costs resulting in gaining access to the property on a tenant's behalf as a result of misplaced keys.
- G. Costs arising from negligence or malicious action by a tenant or their family or visitor to their home.
- H. Costs incurred by the council when applying to the court or undertaking court proceedings.
- I. Where costs are included in a court order or money judgement, we will not arrange a separate recharge.

5. RECHARGEABLE REPAIRS

5.1 Examples of rechargeable repairs works are (this list is not exhaustive):

- A. Repairs that are the responsibility of a tenant.
- B. Any works that are required due to unauthorised alterations undertaken by a tenant/s to restore a property to an acceptable standard.
- C. Works and clearance of debris required on termination of the tenancy.
- D. Works associated with the clearing of untidy gardens
- E. Vandalism to properties.
- F. Replacement of lost or broken door entry keys.
- G. Replacement or additional communal door entry fobs or keys.
- H. Replacement of dwelling entrance doors due to suspected criminal activity.
- I. Clearance of large items or removal of other waste which has been dumped or fly tipped on council land or property.
- J. Removal of abandoned vehicles on land that the council owns.
- K. Removal of vehicles that are not insured or taxed.
- L. Court and legal costs incurred with applying any recharge.
- M. Costs pertaining to recovering recharge debts.

5.2 Tenant's Repairs Responsibilities are set out in the Repairs Policy and the tenants handbook.

5.3 The council's officers will ensure that tenants are made aware of their responsibilities in relation to the maintenance of their home when signing their tenancy agreement or lease.

5.4 In cases where a tenant requests the council to complete rechargeable repairs on their behalf, the council may request payment or part payment in advance.

5.5 A tenant will be required to sign a declaration accepting liability for the recharge and agreement to pay. In the event that a tenant refuses to accept liability then the council will apply the recharge accordingly.

5.6 Tenancy Terminations– Refer to the council's Voids Policy

5.6.1 A property should be left clean, tidy, empty and in a condition that an outgoing tenant would expect to find the property, at commencement of their tenancy, and which accords with the THE COUNCIL Void standard.

5.6.2 Where tenants are vacating the property, THE COUNCIL will identify any rechargeable repairs at the pre-void inspection and arrangements will be made for any repairs to be carried out, by a tenant, prior to termination.

5.6.3 Any rechargeable repairs that are outstanding, once the property is vacated, will be repaired by THE COUNCIL and charged to the outgoing tenant. This will also include costs of clearing out and cleaning properties and gardens on termination of tenancy.

5.6.4 If a tenant is carrying out a mutual exchange, THE COUNCIL will identify any rechargeable repairs in their property prior to the exchange. An outgoing tenant will be required to carry out those identified repairs or ask THE COUNCIL to carry out any repairs and accept the recharge costs.

5.7 Emergency or urgent repairs will not be delayed whilst liability is being established and will be made safe within appropriate timescales.

5.8 When a repair is identified as being rechargeable, a tenant will be given a written explanation of the reason and costs, prior to work commencing.

5.9 Where a tenant seeks consent to carry out the works themselves, this should be completed within 25 working days of the repair being reported or any shorter period which the council may specify. A quality check may be carried out of these repairs by the council's surveyors.

5.10 If the repair is deemed to be an emergency or urgent and is a threat to the health and safety of a tenant or others or is likely to cause further damage to the property or adjoining properties, then a tenant may not be given an opportunity to carry out the works themselves.

5.11 On occasions where a tenant is to carry out rechargeable works, they should immediately make safe and undertake repair/replacement works within the council's repair timescales or any shorter period which the council may specify. Failure to do so may result in the council undertaking the repair and recharging a tenant accordingly or taking appropriate action for breach of tenancy or lease.

5.12 The council will store removed items for a reasonable period, usually 7 days, for which the storage costs will be recharged to the outgoing tenant.

6. RAISING INVOICES

6.1 Council officers will advise the Income Services Team of the following details relating to a recharge.

- Name of the tenant(s)
- First line of address of the (former) tenant's property
- Type of recharge (e.g. void recharges)
- Value of recharges (excluding VAT)
- Value of admin fee
- Total invoice amount
- Cost Centre
- Correspondence address for where the invoice is to be sent

Officers that this would apply but not limited to

- Customer Liaison officers
- Customer Support officers
- Area Property Surveyors
- Lettings Officers
- Housing Officers

6.2 The Income Services Team will use this information to raise an invoice.

6.3 All invoices should be sent to the tenant within 1 week of the rechargeable repair request, and the payment will be required within 14 days of the receipt of the invoice.

6.4 The council's Housing Rent Team will have the discretion to negotiate payment terms in cases of severe hardship, where a tenant cannot pay the full amount at one time.

6.5 The Income Services Team will add a UDC to the tenant's rent account. This UDC will notify officers that a recharge is being pursued with that tenant.

6.6 If there are multiple debts owed by a tenant, then payment of rent or lease arrears will remain the priority debt.

6.7 An administrative charge of £20 will be applied to any single recharge invoice. This fee may increase in line with CPI/RPI.

6.8 Where the council have exhausted attempts to collect outstanding debts or are unable to locate the tenant, we may pass the debt to a debt collection agency.

7. RIGHT TO APPEAL

7.1 The tenant/s will have the right to appeal the decision to recharge for the works identified.

7.2 The tenant/s will need to write to the The Repairs, Compliance and Voids Manager, stating their reason for the appeal, within 15 working days of receiving the invoice.

7.3 The Repairs, Compliance and Voids Manager will need to inform The Income Services Team if an appeal request is received, so that the outstanding invoice can be placed on 'On Hold'.

7.4 Should a tenant choose to escalate the dispute recharge this will be reviewed by The Service Lead – Housing Landlord Services.

If a tenant is dissatisfied with the outcome of the review decision they may make a complaint under the council's complaint procedure.



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