

**2023**

# **Housing Solutions Temporary Accommodation Rechargeable Repairs Policy**

## Housing Solutions Rechargeable Repairs Policy Quality Record

| Revision | Date       | Description | Stage | Agreed |
|----------|------------|-------------|-------|--------|
| Draft    | 01/08/2023 |             |       | ICMD   |
| Reviewed | 22/06/2026 |             |       |        |
|          |            |             |       |        |

**This Policy is available in larger print or can be translated. Please contact Housing Solutions if you require assistance.**

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## 1.0 Objectives

- 1.1 This policy outlines Nuneaton & Bedworth Borough Council's (NBBC) approach to the recovery of recharges during a stay in temporary accommodation and following a stay in temporary accommodation provided by the Council on our licence agreement terms.

These are costs for any repairs that have been carried out to the property due to damage, neglect, misuse, or abuse by clients placed in the accommodation, members of their household or visitors to the accommodation.

In addition, it covers the cost of clearing redundant possessions when a property is vacated, and any work carried out to repair or maintain the property that is part of the client's responsibility as per their licence agreement terms.

The Council will recover the costs of repair works carried out due to a client's non-compliance with the terms of their licence agreement; either during their stay or when the property has been vacated.

## 2.0 Purpose

- 2.1 The purpose of this policy is to ensure that the Housing Solutions team adopts a consistent, fair, and transparent approach in the way it deals with the management of rechargeable repairs.

## 3.0 Responsibility

- 3.1 The purpose of this policy is to ensure that the Housing Solutions team adopts a consistent, fair, and transparent approach in the way it deals with the management of rechargeable repairs.

## 4.0 Aims

- 4.1 The aims of this Policy are:
- To ensure that rechargeable repairs are dealt with transparently and efficiently
  - To recover the cost of rechargeable repairs from current and former clients staying in our temporary accommodation
  - To ensure that associated costs are pursued from those clients who neglect their property or deliberately cause damage
    - To recover debts in relation to rechargeable repairs and damage

## 5.0 Responsibility

- 5.1 The Assistant Director – Housing Services retains the overall responsibility for the implementation of this policy.

## 6.0 Definition of a Rechargeable Repair

- 6.1 Rechargeable repairs are defined as any work that Nuneaton and Bedworth Borough Council, its accommodation providers and/or contractors must carry out, to ensure a property is safe and/or suitable for re occupation for which the client is responsible for.

Examples of a rechargeable repairs are as follows:

- Repairs identified because of deliberate damage or damage caused because of neglect
- Repairs identified because of unauthorised alterations to the property
- Costs incurred because of a breach of licence conditions, e.g., not allowing access to carry out an annual gas service inspection, or pre-arranged contractor visit resulting in a cost for failed appointment
- Accidental damage caused by a client, household, or visitor to the property
- Where a service has been provided by Nuneaton and Bedworth Borough Council or its providers such as a lock change due to lost keys or lost fobs
- The costs of removing unauthorised goods or any rubbish left at the property at the end of occupation
- Damage to or missing furniture, or any items provided in the properties
- Please note this list is not exhaustive

## 7.0 Identifying Rechargeable Repairs

- 7.1 Rechargeable items can be identified in several different ways. Examples are:
- When a client reports a repair to their Housing Solutions Officer, our Accommodation Officers or via our Customer Services, or directly to the provider
  - When a contractor attends a property to complete a repair
  - When a Nuneaton and Bedworth Borough Council representative visits a property to undertake an inspection
  - When a pre-void or post void inspection takes place
  - From our written and photographic evidence that was taken at check-in, which the client agreed and signed before they moved into the property

## 8.0 Homeless Application

- 8.1 Failure to pay any recharges incurred during a stay in temporary accommodation will be considered a housing related debt and could be determined as a breach of licence conditions. This may be detrimental to your homeless application.

Your licence agreement details what is a breach and this will be administered by your Housing Solutions Officer. You will have the right to appeal any homeless decision made due to this breach, following the Homeless Reduction Act 2017 procedure.

Failure to pay any recharges incurred following a stay in temporary accommodation will be considered as a housing related debt. This will exclude you from NBBC Homes in accordance with our Housing Allocations Policy.

## 9.0 Collection of Charges

- 9.1 When a rechargeable repair is identified, the client will be advised of the approximate cost of that repair, and an invoice will be raised. We will aim to do this in a timely manner and ideally within 28 days of your stay ending at the property.

In some circumstances it may take longer than this to confirm a cost due to the nature of the repair.

All debts will be pursued using the Council's recovery procedures. If all other means of recovery have been exhausted, the Council will consider passing this to a debt recovery agent. A record of the outstanding debt will be held against that individual for future reference on the Council's housing systems.

A recharge invoice will be raised even where the Council has no forwarding address, for example when a property has been abandoned or a client has been evicted.

Clients will be offered a full range of payment methods and agreements will be made where appropriate.

## 10.0 Exemptions

- 10.1 No rechargeable repair costs will be recovered in the following circumstances:

- If the damage is because of a malicious act by a third party and a crime number has been provided to the Council within 7 working days
- If the damage is caused because of Domestic Abuse, harassment or hate crime and this has been reported to the Council and/or the Police

## 11.0 Related documents

- 11.1
  - Licence Agreement
  - Temporary Accommodation handbook
  - Check in inventory / Inspection reports
  - Corporate Debt Strategy
  - Rent Arrears Policy
  - Anti-Social Behaviour Policy
  - Homeless Reduction Act 2017
  - Housing Allocation Policy

## 12.0 Appeals

- 12.1 All applicants in temporary accommodation, or those that have vacated temporary accommodation, who believe that they have been subject to a rechargeable repair that was not their fault, or they are disputing the amount charged, are able to appeal.

The appeal will be dealt with by an appropriate team leader or manager who was not involved in making the original decision.

## 13.0 Complaints Procedure

- 13.1 If there is dissatisfaction with any part of the process or the Council's actions, a formal complaint may be raised in any of the following ways.

- ☐ Via the Councils website [www.nuneatonandbedworth.gov.uk](http://www.nuneatonandbedworth.gov.uk)
- ☐ By emailing Customer Services at [customer.services@nuneatonandbedworth.gov.uk](mailto:customer.services@nuneatonandbedworth.gov.uk)
- ☐ By letter to:  
Customer Services  
Nuneaton and Bedworth Borough Council  
Town Hall  
Coton Road  
Nuneaton  
CV11 5AA
- ☐ In person at the Town Hall.

Complaints should be resolved as soon as possible and within 10 days of the acknowledgement; for complex cases this may be extended for a further 10 working days.

If matters cannot be resolved within the maximum timescale of 20 working days, we will contact the complainant to let them know of the delay and advise when we will be able to respond by.

The Housing Ombudsman can also be contacted any at point to offer free, impartial

advice to tenants and leaseholders. Their contact details are as follows:

[www.housing-ombudsman.org.uk](http://www.housing-ombudsman.org.uk)

Telephone: 0300 111 3000

The Housing Ombudsman Service

PO Box 1484

Unit D

Preston

PR2 0ET

## **14.0 Equality and Diversity**

- 14.1 The Council is committed to promoting equality of opportunity and to eliminating unlawful discrimination on the grounds of any of the Protected Characteristics listed within the Equality Act 2010 and any other difference that can lead to discrimination or unfair treatment fully considering the principles of legislation.

The Council will also be fully compliant with the Public Sector Equality Duty and take this into consideration within any decision-making process.

## **15.0 Review Date**

- 15.1 This policy will be reviewed every three years or on the introduction to new legislation; regulation; or good practice guidance. Delegated authority to change; amend; and update this policy will be given to the Assistant Director for Housing Services in consultation with the Portfolio Holder.