

Recharges Policy - Applicable to all Council Tenants of all tenure

Contents

- 1. Introduction**
- 2. Principles**
- 3. Recharges – End of Tenancy**
- 4. Recharges – Housing Management**
- 5. Recharges – Repairs**
- 6. Miscellaneous**
- 7. Equality and Diversity**

N.B. In accordance with Council Policy, a translation of this document can be provided on request where a resident does not have English as their primary language.

1. Introduction

This Policy covers the subject of recharging for repairs and other reasons (see Section 4) associated with housing management. This policy is intended to apply to all Council tenants (where the Council accepts that it is the tenant's direct landlord) of whatever legal tenure they occupy their premises at the time when any damage to the Council's property (to include land as well as premises) is caused. This Policy draws together various existing arrangements already identified in Tenancy Agreement, Tenants Handbook and aspects of the Repairs Policy under which some recharges are already being made, and it provides guidance on recharging the cost of repairs undertaken by the landlord where:

- The repair is caused by neglect, wilful/malicious damage, misuse and accident
- Repairs for Tenant's Obligations following Notice to Vacate/Possession Order
- Repairs for Tenant's Obligations in connection with Mutual Exchanges
- Repairs for Tenant's Obligations in connection with Transfers

1.1 **Examples of rechargeable repairs**

The following list, are repairs which would attract a charge to the current or former tenant of the property where the damage has been caused.

This Policy does not contain an exhaustive list of each and every situation when the Council will seek to levy a recharge. It is simply written to indicate the most likely reasons for there being a recharge to tenants for repairs undertaken at their former or current property.

- **Wilful damage** - e.g. replace smashed door, DIY which has damaged the fabric/ structure of the Property
- **Neglect** - e.g. repairs required further to rubbish removal, missing keys (including windows locks), clear blocked sink, drain, bath and toilet of (e.g. nappies, toilet fresheners, etc..) removal of fire doors, frozen/burst pipes, etc
- **Misuse** - e.g. – replace tiling, repair damage to walls (graffiti)
- **Accident** - e.g. – damage or loss of function to a fixture and/or fitting that occurs suddenly as a result of an unexpected and non-deliberate external action

Tenants will also be responsible for work that may be required when moving out of their home in order to bring it up to an acceptable standard for it to be re-let. This includes cleaning of property, replacing missing fixtures and fittings.

2. Principles

- We will deliver 'Value for Money' services and ensure maximum and efficient use of maintenance budgets
- We will be consistent and fair in the treatment of all tenants
- We will aim to raise recharges promptly and accurately with the minimum of administration cost

3. Recharges – End of Tenancy:

This section deals with the procedure for dealing with rechargeable repairs when a tenant ends their tenancy.

- 3.1 Where a Tenant informs us that a tenancy will end and serves a Notice to Vacate (NTV) or a Notice to Quit (NTQ), the NTV/NTQ receipt letter is sent. This letter makes arrangements to carry out the NTV/NTQ visit and warns the outgoing tenant of their obligations and potential recharges (See Letter Template 2)
- 3.2 When the Council has received the NTV/NTQ, the departing tenant should be made aware of possible recharges and that they should allow access and be present for an inspection of their property to be carried out by a Technical/Housing Officer before the end date of their tenancy. This will be known as a "NTV/NTQ inspection" All properties should be inspected before the tenant leaves, where possible upon receipt of a valid NTV/NTQ.
- 3.3 Where the tenant is deceased and their Next of Kin/Executor informs us that the tenancy will end and serves a Notice to Vacate (NTV), the Council will not seek to levy and recover a recharge.
- 3.4 The NTV/NTQ inspection will include all of the property let under the tenancy or that is let in conjunction with the tenancy (i.e. garden, sheds, garages, etc) When the NTV/NTQ inspection is carried out, any Rechargeable Repairs will be discussed with the tenant (should they be present). If the tenant is not present at the time of the NTV/NTQ inspection, the Council will write to the tenant setting out what Rechargeable Repairs were identified during the inspection. It will be further to the discretion of the Council following the NTV/NTQ Inspection to decide whether to afford the tenant an opportunity to rectify those Repairs or alternatively to sign to confirm that they accept the recharge to be levied against them.
- 3.5 If the tenant indicates that they want to organise and carry out any Rechargeable Repair works and the Council agrees to allow them to do so, 7 days after the NTV/NTQ Inspection, a target date will be set by the Council by which time the tenant will be expected to complete the works. Where possible, the Technical Officer will be required to check the work before the end of the tenancy.
- 3.6 If the tenant indicates that they do not want to organise and carry out any Rechargeable Repair works and the Council has obtained their signature to confirm that they accept to pay a recharge levy, then the Council will order the necessary void works (which shall include any Rechargeable Repairs), a recharge levied along with a letter to be sent to the Tenant confirming the amount sought and payment process and timescale. This will be determined on a case by case basis.
- 3.7 If a tenant leaves either prior to a NTV/NTQ inspection taking place or post NTV/NTQ inspection but prior to the Council setting out to the tenant what Rechargeable Repairs were identified during the inspection, the Rechargeable Repairs will be ordered and a letter and invoice sent to any given forwarding address, advising that the repair work will be recharged and how those charges will be recovered.
- 3.8 The property will be inspected either by a Voids Inspector or whoever is employed/contracted to carry out that function at the relevant time, who will order the Rechargeable repairs and any other void works that are deemed necessary to re-let the property. Once both sets of works (Rechargeable Works and any void works) have been completed the Voids Inspector will detail the final costs of these items and pass this information back to the Finance department for an invoice to be raised. Information will be entered on to iWorld Rents notepad and otherfields, giving details of the recharge and cost for future reference. Recharges will be managed from phase 2 using sundry accounts with an arrears escalation policy to manage any debit.
- 3.9 Finance or Income Services will be asked to recover the recharges and trace the former tenant where tenants have not provided a forwarding address.

4. Recharges – Housing Management General

4.1 Recharges may also be made for other reasons associated with housing management that apply to new/existing tenants; such as:

- Damage identified following routine property inspections
- Mutual exchange inspections
- Unauthorised alterations identified during routine property inspections
- Rubbish, fly tipping, blocking refuse chutes
- Excessive hoarding of items within the property
- Damage to fences and gates to car parks
- Damage to controlled access systems
- Damage to TV aerials
- Gas servicing access difficulties that result in forced entry and/or a lock change being requested
- Recharges by gas contractor when called out to calls that result from no meter credit, turned down thermostat, tenant damage to heating system fixtures and fittings
- Dog fouling within or upon the demised premises and communal areas
- Graffiti within or upon the demised premises and communal areas
- Misuse of recycling bins
- Garage evictions (to include clearance costs and lock change costs)
- Removal of garden shrubs and trees
- Removal of garden rubbish
- Tidying of gardens where it is the responsibility of tenant(s)

4.2 The principles in Clause 2 apply. It will be further to the discretion of the Council following the NTV/NTQ Inspection to decide whether to afford the tenant an opportunity to rectify those Repairs or alternatively to sign to confirm that they accept the recharge to be levied against them.

4.3 Where any work can be carried out by the community caretakers, it will be and a fixed charge at a flat rate of £50.00 plus VAT will be levied. Where works require an external contractor, the total costs incurred by the Council will be invoiced and will be re-charged in full.

4.4 The kind of works where community caretakers may be able to carry them out for which the flat rate fee above will be levied are:

- Rubbish removal,
- Graffiti cleaning,
- General cleaning after rubbish removal,
- Replacing padlocks to roof hatches after removal of unauthorised satellite dishes, radio ham, pirate radio equipment etc

5. Recharges – Day to Day Repairs

5.1 When a repair is requested through the CSC (Repairs Hotline) or reported to the Reception staff further to a visit to the Area Housing Offices, staff will endeavour to determine whether the request is a landlord's obligation, a tenant's responsibility or a rechargeable repair

Tenant Responsibility - The tenant is responsible for the works as set out within whatever current version of the Tenant's Handbook is in effect at the time that the works arise.

6 Miscellaneous

6.1 Recharging Process

There are two methods of recharging. Method 1 will be the Council's preferred option. Method 2 is used only where emergency health and safety repairs have to be ordered or the recharge is identified after a repair is carried out.

1. Payment in full before the repair is carried out (e.g. where the repair can wait until payment is made)
2. Invoice after the repair has been carried out (Unpaid bills will be recovered in accordance with the Council's policy).

If the repairs are not of an emergency health and safety nature and the Council is provided with documentary evidence by a tenant asserting that they cannot afford to comply with Method 1 above,

- If the tenant remains in residence and it is not the end of the tenancy, the Council will not undertake the repair until such time as the tenant can comply with Method 1, or
- If the tenant has ended or seeks to end the tenancy, the Council will carry out the works in accordance with Method 2. The tenant will then be afforded a period of time to be fixed by the Council to settle the invoice, failing which further tenancy or legal action may be taken to enforce the outstanding invoice.

6.2 Recharging tenants – where do we get the costs?

Recharges will be made in one of three ways:

1. Minor repairs are charged at a single cost of £135.38 + VAT per item per incident (being the average works cost incurred by the Council to have one of its chosen contractors to carry out such works) and include such things as:
 - Lost Keys
 - Damaged internal door
 - Damage wall plaster
 - Broken light fittings
 - Broken glass (single glazed)
2. Major repairs, where the work costs more than £1500 will be charged at cost + VAT, and include such things as:
 - Replacement Front Entrance Door
 - Broken Double glazed window
 - Missing light fitting
 - Unlicensed alteration
3. Rubbish Clearance from voids will be charged as follows:
 - Light Clearance – up to 250 kg - £125

- Medium Clearance – 250 – 400 kg - £230
- Heavy Clearance – 400 – 800 kg - £380
- Double Heavy Clearance – over 800 kg - £725

Garden and external rubbish clearances will be recharged at cost.

6.3 Insurance

LBHF are only responsible for undertaking any necessary repairs to the building; tenants are strongly advised to take out a comprehensive contents policy to insure their private possessions and belongings.

Information on the council run insurance scheme in partnership with a major insurance company can be found within the tenant's handbook.

6.4 Accidental damage

Where damage has been caused to a property accidentally and where a Rechargeable Repair is created, a Technical Officer or Re-housing Officer may give due consideration to the incident and the tenant's account of the incidents before consulting with their Line Manager to decide whether the Council would apply discretion and not levy any charges for the Rechargeable Repair.

6.5 Fair wear and Tear:

Where damage has been caused to a property and where a Rechargeable Repair is created, provided that the damage was only caused further to the reasonable use of the premises by the tenant and the ordinary operation of natural forces (i.e. the passage of time), a Technical Officer or Re-housing Officer may give due consideration to the tenant's account of the cause of the damage before consulting with their Line Manager to decide whether the Council would apply discretion and not levy any charges for the Rechargeable Repair.

6.5 Discretion

LBHF may decide not to recharge in certain instances. The Assistant Director for Asset Management and Property Services may exercise discretion as outlined below.

- Those with Learning Disabilities living alone
- Registered Physical Disability that prevents tenant carrying out their obligated repairs, if living alone
- Debilitating Medical or Mental Health condition, and living alone
- Households where all members have either Learning Disabilities, Registered Physical Disability (that prevents them from carrying out their obligated repairs), Debilitating Medical or Mental Health condition.

In addition, a Housing Manager may recommend a relaxation of the recharge policy for a tenant who has an excellent record of conduct during their tenancy.

6.6 Appeals against decisions to levy Rechargeable Repairs

This will be a two stage appeal process

Stage	Detail	Officer hearing appeal
1	Any appeal against an officer decision	Area Technical Manager
2	Appeal against decision made at Stage 1	Appeals Panel of : The Head of Repairs and the Head of Housing Management Services

7. Equality and Diversity

This Council has an Equality and Diversity Policy, which is related to the implementation of this policy. Equality Impact Assessments will also be conducted to ensure the needs of all communities are met in adopting this policy.

SAMPLE LETTER – CONFIRMATION OF RECHARGES

Our Ref:

Your Ref:

Please ask for:

Directline:

13 April 2012

Dear

Confirmation of Rechargeable Repair

I am writing regarding our conversation today when we agreed to carry out the following Rechargeable Repairs to (PROPERTY DETAILS)pending the return of the slip at the bottom of this letter with your signature. I confirm that we will be recharging you approximately £.....for the cost of carrying out the work.

Please find attached a list of all works to be carried out.

You will receive an invoice once the slip has been returned and the work ordered.

Yours sincerely

xxx Officer

I,, agree to pay for all of the repairs at (PROPERTY DETAILS) as listed within (IDENTIFY DOCUMENT LISTING WORKS).....
At an approximated cost of £.....

Date.....
Signature.....
Name

(xxx ASAP)

SAMPLE LETTER – NOTICE TO VACATE

Our Ref:

Your Ref:

Please ask for:

Directline:

13 April 2012

Dear

Acknowledgement of Notice to Vacate/Notice to Quit ** DELETE AS APPROPRIATE**

I acknowledge receipt of the Notice to Vacate/Notice to Quit (*delete as appropriate) , dated and received on .

I confirm that the Notice to Vacate/Notice to Quit (*delete as appropriate) is valid and that your tenancy of will end on .

The keys must be returned to the xxxxxx Area Housing Office no later than this date. Failure to return the keys by the end of your tenancy may result in the Council making additional charges for your occupation and for the cost of changing the locks.

Before you leave, an inspection of your home will take place to ensure that it is in a satisfactory condition. I will call to carry out the inspection on at approximately . Please contact this office to arrange another appointment if you are unable to be at home at this time.

Rent will continue to be payable up to the end of your tenancy. Your account is currently in arrears of £ (as at week). A total of £ will be due by the end of your tenancy. You may be entitled to housing benefit for this period. Please contact the xxx Area Housing Office for further advice.

In accordance with your tenancy agreement, the premises should be left in a proper state of repair and decorative order and both the house and garden should be cleared of any rubbish and belongings.

PLEASE NOTE THAT IT IS COUNCIL POLICY TO RECHARGE VACATING TENANTS FOR THE COST OF ANY DAMAGE TO THE PROPERTY OR FOR THE COST OF CLEARING ANY RUBBISH OR BELONGINGS.

For your ease of reference, please find attached a copy of the Council's Recharges Policy.

The Council offers a collection service for bulky items of refuse for which there is a charge. Telephone xxx to arrange collection.

It is in your interests to cancel papers and milk and to arrange a final reading of electricity, gas and water meters.

Should you have any queries concerning any of the above matters please contact the xxx Area Housing Office telephone xxx.

Yours sincerely

xxx Officer