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Date: 1<sup>st</sup> September, 2023

**INDIVIDUAL CABINET  
MEMBER DECISION**

Dear Sir/Madam,

The Cabinet Member for Housing and Communities (Councillor C. Golby) is to consider the following reports and make a decision on **Tuesday, 12 September 2023 at 5.00pm (following a previous Individual Cabinet Member Decision)** in Committee Room D, Town Hall, Nuneaton.

Yours faithfully,

BRENT DAVIS  
Chief Executive

# A G E N D A

## PART 1

### PUBLIC BUSINESS

#### 1. EVACUATION PROCEDURE

A fire drill is not expected, so if the alarm sounds, please evacuate the building quickly and calmly. Please use the stairs and do not use the lifts. Once out of the building, please gather outside Lloyds Bank on the opposite side of the road.

Exit by the door by which you entered the room or by the fire exits which are clearly indicated by the standard green fire exit signs.

If you need any assistance in evacuating the building, please make yourself known to a member of staff.

Please also make sure all your mobile phones are turned off or set to silent.

#### 2. PUBLIC CONSULTATION - Members of the public will be given the opportunity to speak on specific agenda items if notice has been received.

Members of the public will be given three minutes to speak on a particular item and this is strictly timed. The chair will inform all public speakers that: their comments must be limited to addressing issues raised in the agenda item under consideration: and that any departure from the item will not be tolerated.

The chair may interrupt the speaker if they start discussing other matters which are not related to the item, or the speaker uses threatening or inappropriate language towards Councillors or officers and if after a warning issued by the chair, the speaker persists, they will be asked to stop speaking by the chair. The chair will advise the speaker that, having ignored the warning, the speaker's opportunity to speak to the current or other items on the agenda may not be allowed. In this eventuality, the chair has discretion to exclude the speaker from speaking further on the item under consideration or other items of the agenda.

#### 3. DECLARATIONS OF INTEREST - To receive declarations of Disclosable Pecuniary and Other Interests, in accordance with the Members' Code of Conduct.

Declaring interests at meetings

If there is any item of business to be discussed at the meeting in which you have a disclosable pecuniary interest or non-pecuniary interest (Other Interests), you must declare the interest appropriately at the start of the meeting or as soon as you become aware that you have an interest.

Arrangements have been made for interests that are declared regularly by members to be appended to the agenda (**Page 4**). Any interest noted in the Schedule at the back of the agenda papers will be deemed to have been declared and will be minuted as such by the Committee Services Officer. As a general rule, there will, therefore, be no need for those Members to declare those interests as set out in the schedule.

There are, however, TWO EXCEPTIONS to the general rule:

1. When the interest amounts to a Disclosable Pecuniary Interest that is

engaged in connection with any item on the agenda and the member feels that the interest is such that they must leave the room. Prior to leaving the room, the member must inform the meeting that they are doing so, to ensure that it is recorded in the minutes.

2. Where a dispensation has been granted to vote and/or speak on an item where there is a Disclosable Pecuniary Interest, but it is not referred to in the Schedule (where for example, the dispensation was granted by the Monitoring Officer immediately prior to the meeting). The existence and nature of the dispensation needs to be recorded in the minutes and will, therefore, have to be disclosed at an appropriate time to the meeting.

Note: Following the adoption of the new Code of Conduct, Members are reminded that they should declare the existence and nature of their personal interests at the commencement of the relevant item (or as soon as the interest becomes apparent). If that interest is a Disclosable Pecuniary or a Deemed Disclosable Pecuniary Interest, the Member must withdraw from the room.

Where a Member has a Disclosable Pecuniary Interest but has received a dispensation from Audit & Standards Committee, that Member may vote and/or speak on the matter (as the case may be) and must disclose the existence of the dispensation and any restrictions placed on it at the time the interest is declared.

Where a Member has a Deemed Disclosable Interest as defined in the Code of Conduct, the Member may address the meeting as a member of the public as set out in the Code.

Note: Council Procedure Rules require Members with Disclosable Pecuniary Interests to withdraw from the meeting unless a dispensation allows them to remain to vote and/or speak on the business giving rise to the interest.

Where a Member has a Deemed Disclosable Interest, the Council's Code of Conduct permits public speaking on the item, after which the Member is required by Council Procedure Rules to withdraw from the meeting.

4. TEMPORARY ACCOMMODATION RECHARGEABLE REPAIRS POLICY – report of the Housing Solutions Manager, attached **(Page 5)**.

## Councillor Golby - Schedule of Declarations of Interests – 2023/2024

	<b>Name of Councillor</b>	<b>Disclosable Pecuniary Interest</b>	<b>Other Personal Interest</b>	<b>Dispensation</b>
	General dispensations granted to all members under s.33 of the Localism Act 2011			Granted to all members of the Council in the areas of: <ul style="list-style-type: none"> <li>- Housing matters</li> <li>- Statutory sick pay under Part XI of the Social Security Contributions and Benefits Act 1992</li> <li>- An allowance, payment given to members</li> <li>- An indemnity given to members</li> <li>- Any ceremonial honour given to members</li> <li>- Setting council tax or a precept under the Local Government Finance Act 1992</li> <li>- Planning and Licensing matters</li> <li>- Allotments</li> <li>- Local Enterprise Partnership</li> </ul>
	C. Golby		Member of Warwickshire County Council  Membership of Other Bodies: <ul style="list-style-type: none"> <li>• Nuneaton and Bedworth Safer and Stronger Communities Partnership</li> <li>• Nuneaton and Bedworth Community Enterprises Ltd.</li> <li>• Nuneaton and Bedworth Home Improvement Agency</li> <li>• Safer Warwickshire Partnership Board</li> <li>• Warwickshire Housing and Support Partnership</li> <li>• Warwickshire Police and Crime Panel</li> <li>• George Eliot Hospital NHS Trust – Public/User Board</li> <li>• George Eliot Hospital NHS Foundation Trust Governors</li> <li>• District Leaders (substitute)</li> <li>• Local Enterprise Partnership (substitute)</li> <li>• Coventry, Warwickshire and Hinckley and Bosworth Joint Committee (substitute)</li> </ul>	

## AGENDA ITEM NO. 4

### NUNEATON AND BEDWORTH BOROUGH COUNCIL

**Report to:** Individual Cabinet Member Decision

**From:** Housing Solutions Manager

**Subject:** Temporary Accommodation Rechargeable Repairs Policy

**Portfolio:** Housing and Communities - Councillor C Golby

**Building a Better Borough Aim:** Aim 1

**Building a Better Borough Priority:** Aim 1, Priority 2

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1. Purpose of Report

1.1 The purpose of this report is to seek approval of recommendations in relation to the Temporary Accommodation Rechargeable Repairs Policy.

1.2 The report and attached appendices include the new Temporary Accommodation Rechargeable Repairs Policy and recharge letters which we are also seeking approval.

2. Recommendations

2.3 Approval be given for the Temporary Accommodation Rechargeable Policy.

2.4 Delegated authority be given to the Assistant Director for Strategic Housing in consultation with the Portfolio Holder for Housing and Communities in the event of exceptional circumstances.

3. Background

3.1 Temporary accommodation use has escalated, increasing the cost to NBBC for repairs, damage, neglect, misuse, or abuse by clients placed in the accommodation.

3.2 On average NBBC accommodates 110 households at any one time in various temporary accommodation tenure types, such as NBBC Stock, Leased Accommodation, Hostel Accommodation and Bed and Breakfast accommodation and NBBC pay providers for the recharges when agreed and recharge clients.

3.3 NBBC currently recharges clients through the conditions of the licence agreement, but this is vague, and by implementing a policy it will ensure that the Housing Solutions team adopts a consistent, fair, and transparent approach in the way it deals with the management of chargeable repairs.

#### 4. Body of Report

4.1 The policy outlines NBBC's approach to the recovery of recharges during a stay in temporary accommodation and following a stay in temporary accommodation provided by the Council on the licence agreement terms.

4.2 The policy allows the Council to recover the cost of repair works carried out due to the client's non-compliances within the terms of their licence agreement, either during their stay or when the property has been vacated.

4.3 It is worth noting that during 1<sup>st</sup> April 2022 to 31<sup>st</sup> March 2023, 229 households were placed into temporary accommodation with a total recharge cost of £11,860.98.

4.4 The policy defines responsibilities, the definition of a rechargeable repair, how charges will be collected, exemptions to paying rechargeable repairs and the appeal process.

4.4 The proposal to adopt a policy aims to ensure that rechargeable repairs are dealt with more transparently and efficiently.

4.5 Clients failure to pay would be considered a housing related debt which could be determined as a breach of licence conditions which could be detrimental to clients ongoing homeless application. In addition, housing related debts could exclude clients from the NBBC Allocations Policy as debt is deemed as unacceptable behaviour.

#### 5. Financial Implications

It is anticipated that a robust policy and rechargeable method would deter clients to cause damage due to the detrimental implications of existing homeless applications and the possible exclusion from the Allocations Policy. In addition, it aims to encourage more clients to pay any debt incurred thus reducing the costs to the Council.

#### 6. Conclusion

The policy will ensure that the Housing Solutions Team adopts a consistent, fair, and transparent approach in the way it deals with the management of chargeable repairs. It sets out the repercussions of

unacceptable behaviour whilst occupying temporary accommodation and will benefit the Council financially by having the policies in place.

Therefore, approval is sought for the implementation of Temporary Accommodation Rechargeable Repairs Policy.

6. Appendices  
Temporary Accommodation Rechargeable Repairs Policy  
Recharge Letters
7. Background Papers (if none, state none)  
  
None



## Temporary Accommodation Rechargeable Repairs Policy

Issued August 2023



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This Policy is available in larger print. Please contact us if you require assistance.

## 1. Introduction

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. Client's responsibilities

The licence agreement sets out which items clients are responsible for. It advises clients that they must keep the property in good condition and leave it clean and tidy during their stay and when they vacate.

It further states that the Council will recharge the client for the cost of making good any damage they have caused either to the property, fixtures, and fittings and/or the clearing of any items left behind.

The condition of the property is set out in the check in inventory provided at the commencement of the stay in the accommodation.

## 3. Purpose

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. Aims

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. Responsibility

The Assistant Director - Strategic Housing retains the overall responsibility for the implementation of this Policy.

The Housing Solutions Manager, Landlord Solutions Team Leader, Housing Solutions Team Leader, and the Finance Team are responsible for the operational delivery of this policy and the associated procedures. This includes the responsibility for monitoring and reviewing, staff awareness and training, policy development and communication to clients.

## 6. Definition of a rechargeable repair

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. Identifying rechargeable repairs

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. Homeless application

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. Collection of charges

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. Exemptions to paying for rechargeable repairs

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. Appeals

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.

The appeal should be submitted within 21 days of the letter explaining the rechargeable repairs.

If a client is still not satisfied with the decision, then a complaint should be made through the Council's Complaints process.

## 12. Equalities

This policy and associated procedures will apply to all. Nuneaton and Bedworth Borough Council is committed to promoting the Public Sector Equality Duty (as set out within the Equality Act 2010) of eliminating discrimination, advancing equality of opportunity, and fostering good relations.

This duty applies to those people who possess a protected characteristic as set out under legislation: Age, Disability, Gender Reassignment, Marriage and Civil Partnership, Pregnancy and Maternity, Race, Religion and Belief, Sex and Sexual Orientation.

## 13. Related documents

- 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

## 14. Review date

Every three years or on the introduction of new legislation, regulation, or good practice guidance.

Dear

**Breach of Licence – Temporary Accommodation Rechargeable Repairs**

I am writing further to your stay at [Temp Address].

Following an inspection completed of [your room/property] at [Temp Address], the following damages were identified:

- XXXX

I have reviewed the inventory of your [room/property] prior to your stay, and I can confirm the damages were not listed on the inventory. The recharges for the damages caused are below:

£XXX

This is a breach of your licence agreement, specifically paragraph(s) 1 – [add other terms as required], which states:

1. You are required to keep the accommodation clean and tidy. You will be held responsible for any damage to property which is deliberate or caused by neglect, or for any missing items as per the inventory.

In line with your Licence Agreement and the Council's Temporary Accommodation Recharge Policy, you will receive an invoice in due course and should receive this by post and/or email.

Should you disagree with this recharge, you can appeal the decision, and this will be dealt with by a team leader or manager who was not involved in the original decision.

You must submit this appeal in writing setting out the reasons why and with any supporting evidence within 21 days of this letter.

If you wanted to discuss this letter further, please contact me using the details stipulated at the top of this letter.

Yours sincerely

XXX

**[Housing Solutions/Accommodation Officer]**

*Additional information: You can contact the Housing Ombudsman for any additional advice, support, and guidance that you may require, in relation to the housing service we provide. The Housing Ombudsman Service is set up by law to look at complaints about the housing organisations that are registered with them. Their service is free, independent, and impartial. They can be emailed at [info@housing-ombudsman.org.uk](mailto:info@housing-ombudsman.org.uk) or you can complete an online form on: [www.housing-ombudsman.org.uk/residents/make-a-complaint/](http://www.housing-ombudsman.org.uk/residents/make-a-complaint/)*

Dear

**Breach of Licence – Temporary Accommodation Rechargeable Repairs appeal**

You have advised us that you want to request an appeal of our recent decision in relation to your recharge(s) following your stay in our temporary accommodation at [Temp address].

The Council Officer reviewing the decision in accordance with your request will be myself and I have not been involved in the original decision.

The review will be considered by looking at your check in inventory, and the subsequent evidence that led to the recharge(s). This will include information provided by Officers, and any information you have provided in respect of your appeal for my consideration.

Appeals will be completed wherever practicable within 28 days from the date of your appeal request.

You will be notified in writing or by email with the outcome. The outcome to your appeal will set out the reasons for the decision.

Yours sincerely

XXX  
**[Housing Solutions / Landlord Solutions Team Leader]**

*Additional information: You can contact the Housing Ombudsman for any additional advice, support, and guidance that you may require, in relation to the housing service we provide. The Housing Ombudsman Service is set up by law to look at complaints about the housing organisations that are registered with them. Their service is free, independent, and impartial. They can be emailed at [info@housing-ombudsman.org.uk](mailto:info@housing-ombudsman.org.uk) or you can complete an online form on: [www.housing-ombudsman.org.uk/residents/make-a-complaint/](http://www.housing-ombudsman.org.uk/residents/make-a-complaint/)*



Dear

**Breach of Licence recharges – Temporary Accommodation Rechargeable Repairs outcome**

I am writing further to your appeal in relation to your rechargeable repair(s) following your stay in our temporary accommodation at [Add TA address].

The outcome of my review further to your appeal is [Add details of investigation].

If following my outcome you are not satisfied, you must now follow the Council's complaints procedure and the details of this are via the following link -

<https://www.nuneatonandbedworth.gov.uk/complaint>

Here you can follow the Council's complaints procedure and you also have the right to go to the Ombudsman, details are at the bottom of this letter.

Yours sincerely

XXX

**[Housing Solutions / Landlord Solutions Team leader]**

*Additional information: You can contact the Housing Ombudsman for any additional advice, support, and guidance that you may require, in relation to the housing service we provide. The Housing Ombudsman Service is set up by law to look at complaints about the housing organisations that are registered with them. Their service is free, independent, and impartial. They can be emailed at [info@housing-ombudsman.org.uk](mailto:info@housing-ombudsman.org.uk) or you can complete an online form on: [www.housing-ombudsman.org.uk/residents/make-a-complaint/](http://www.housing-ombudsman.org.uk/residents/make-a-complaint/)*