

**Nuneaton  
&  
Bedworth**



**United to Achieve**

**Temporary Accommodation Rechargeable Repairs  
Policy**

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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.