

Cheshire West and Chester Council
Housing Management

Rechargeable Repairs
Policy

1 MANAGEMENT INFORMATION

Approval Date – V3	To be advised
Next Review Date	To be advised
Responsible Service Area	Strategic Housing and Commissioning
Responsible Director	Gemma Davies, Director Economy, Housing & Policy

Aim of Policy

This policy applies to all housing management services delivered on behalf of Cheshire West and Chester (CW&C) Council.

We aim to provide tenants with a high quality, efficient and comprehensive repairs service whilst maintaining properties to a high standard. However, some repairs are required as a result of damage or neglect caused by the tenant, and we consider these are rechargeable as a way of protecting assets and supporting viability.

This Policy sets out the circumstances in which tenants will be recharged for repairs and explains the arrangements for payment and conditions that must be met before works are carried out.

Only emergency repairs will be completed prior to full payment being received, the cost of which will be recharged to the tenant. This will enable us to reinvest money back into services for the benefit of tenants and communities. Other rechargeable repairs will not be undertaken until the tenant has paid in full. Affordable payment plans are available to assist tenants in financial hardship.

This Policy will ensure that:

- A consistent and fair approach is adopted in relation to defining a rechargeable repair.

- A consistent and clear message is communicated to tenants and staff in terms of actions that will be taken against tenants or former tenants that have caused damage to our properties.
- Effective measures are in place to recover costs incurred,
- And where persistent recharge repairs occurs we will ascertain if there any other support needs.

Policy

We will strive to recover the costs of repair works carried out due to tenant non-compliance with the terms of their tenancy during the tenancy or when the property has been vacated.

Identification of recharges

Potential recharges will be identified in a number of ways including:

- When a tenant reports a repair to the Service Centre;
- When a repairs visit is undertaken when the tenant is in residence;
- When a general visit is undertaken when the tenant is in residence;
- When the property is empty (a void property);
- When a tenant contacts the area office;
- When a pre-termination assessment is completed;
- When a tenant contacts the area office; and
- By authorised agents of ForHousing (Managed)

We will always carry out emergency repairs. If the emergency repair is rechargeable the tenant will be advised they will be recharged for the cost of the repair. Tenants will be requested to pay in advance; where this is not possible a payment plan will be agreed. Emergency repairs are defined as those that, if left undone would be a danger to residents or the general public or could cause damage to the property. Emergencies and other repair classifications, target times for completion and repairs which are the tenants' responsibility are publicised in the tenant leaflet on the repairs service.

Recharges will be set at a reasonable rate and include the cost of carrying out the works. A discount of 10% will be offered if the tenant can pay over half of the recharge upfront or the whole amount within ten working days of the invoice. All costs are subject to an administration fee of 10% plus VAT.

Should a tenant wish to carry out a rechargeable repair themselves, they will need to request permission to carry out the work. The work will need to be carried out by suitably qualified contractor, and any relevant certification will need to be provided on completion. We will inspect completed works to ensure that they meet required standards.

If the tenant asks us to complete the repair then the tenant will be informed this will only be approved once full payment has been received. If required, we will arrange a payment plan with the tenant to facilitate affordable instalments until the total amount

of the repair cost has been received by us, at which point the repair will be undertaken.

Roles and responsibilities

As the owner of this Policy, the Income Team will ensure the Policy is reviewed every three years, or as required by any changes to ForHousing, CW&C or legislation.

Income Team are responsible for:

- Raising invoices and collection of rechargeable repairs
- Raising invoices and collection of void repairs

Housing Team are responsible for:

- The identification of breach of tenancy recharges
- Communicating these charges to the tenant
- Making agreements by means of “promise to pay” with the tenant where appropriate.
- Recording of promise to pay on the housing management system

Customer connect hub are responsible for:

- Identifying with the customer rechargeable repairs which are an emergency repair.

Void inspectors are responsible for:

- Identifying the void recharges and raising the schedule to send to the Income Team.

Persistent recharges

ForHousing will review rechargeable repairs data through current systems and the implementation of other ICT products to identify tenants that persistently damage their property, or continually require a lock change to gain access to the property, for example. This is to ensure that these tenants are identified at an early stage and where necessary the appropriate support can be provided to the tenant or the necessary action taken to prevent further damage being caused.

Tenancy support

If ForHousing have information that a tenant has support needs it will provide additional advice and assistance to help them sustain their tenancy. This may be a referral to our Wellbeing service or to an external agency.

What will be recharged?

Works carried out by us due to non-compliance of the tenancy agreement will be recharged. Examples of recharges include:

- Wilful damage or neglect due to actions of the tenant or former tenant, household members, invited guests or contractor employed by the tenant;
- Alleged break into property where tenant has not reported this to the Police and does not have a crime reference number;
- Any item that does not become defective due to fair wear and tear;
- Action not taken by the tenant, such as reporting repairs;

- Removal of items left in communal areas;
- Clearing properties at any time during a tenancy or at the point the tenancy ends;
- Clearing gardens at any time during a tenancy or at the point the tenancy ends;
- Making good any alterations carried out by the tenant where approval has not been authorised to carry out such works or has resulted in damage to the property or neighbouring property;
- Any court costs as a result of a breach of tenancy conditions, for example incidents of anti social behaviour or gaining access to properties to carry out a gas service;
- Call out fees for any out of hours work carried out which is not deemed to be an emergency;
- Where specialist equipment and/or materials have been ordered and the tenant refuses to have them fitted or provide access (with the cost of the equipment / materials recharged); and
- Loss of key fob.

Examples of where a recharge may be applied or where the tenant can carry out the works themselves at their own cost include:

- boarding up broken windows;
- re-glazing windows;
- forced entry because of lost keys;
- supplying, fitting and/or repairing additional locks;
- repair due to unauthorised DIY, such as wall removal;
- decent homes components requiring replacement outside of their planned lifecycle; and
- repeated repairs due to tenant actions, such as blocked wastepipes.

Tenant responsibility repairs

Tenants can ask us to carry out repairs which are classified as the tenants' responsibility. These are usually fixtures and fittings which were in working order when the tenant signed for the tenancy. These include bath panels, internal doors, toilet seats and replacement locks because of lost keys. We will require payment in advance for these non-essential works.

What will not be recharged?

We will not make a recharge in the following cases:

- To the family of a tenant who has passed away if there is no estate;
- When a tenant goes into residential care and has no means to pay;
- Where a tenant has been a victim of a crime, and who has reported the crime to the Police and obtained a crime reference number or valid supporting evidence from the Police;
- Any damage caused to the home of a tenant by someone behaving in a racist or anti social way or due to domestic abuse, where incidents are reported to us as an act of anti social or racist behaviour or due to domestic abuse;
- Works that are required due to fair wear and tear of the property as defined by component lifecycles;
- If a faulty security fob needs replacing, and it is returned to us;
- Items left in an empty property, such as carpets and fitted wardrobes, where this has been agreed by us, for example, for use by the next tenant;
- If the damage is not part of a history of repeated accidental damage;
- The tenant has been identified as having housing support needs and the damage caused is as a result of these needs.

Improvements

Improvements made to the property will not be recharged where approval to carry out such works has been granted and completed works have been inspected by our surveyor and confirmed in writing. An exception applies where permission granted is conditional, requiring the tenant to return the property to its original condition at end of tenancy.

Appeals process

Current and former tenants have the right to challenge repair recharges. Such requests will be considered by the ForHousing Strategic Housing Lead within 10 working days of receipt. Tenants also have the option to take advice from an independent source such as the Citizens Advice Bureau, Law Centre or Solicitor.

Recovery of recharges

If attempts to recover recharges have been unsuccessful, depending on the level of debt and likelihood of recovery, we will decide whether to commission a debt collection service or make a referral to court to recover the debt. These debt recovery costs will be recharged to the tenant and include administration costs, interest charges, Court and Solicitor fees, debt collection service fees and VAT.

Current and previous tenants risk suspension from future property allocations if they have breached their tenancy conditions. Failure to pay recharges is considered a breach of tenancy conditions.

Breathing Space

On 4th May 2021 the Government introduced new legislation called the Debt Respite Scheme more commonly known as “Breathing Space”. Breathing Space will give someone in problem debt the right to legal protections from their creditors. There are two types of Breathing Space:

- 1) A standard breathing space, and
- 2) A mental health crisis breathing space.

A Standard Breathing space is available to anyone with problem debt. It gives them legal protections from creditors for up to 60 days. The protections include pausing enforcement action and contact from creditors.

A mental health crisis Breathing Space is only available to someone who is receiving mental health crisis treatment. It lasts as long as the person’s mental health crisis treatment, plus 30 days.

Best practice

ForHousing will continue to seek best practice from other organisations in the sector and will consider alternative processes should they be deemed successful. This may involve completing pilots with certain groups of tenants and /or certain rechargeable works.

Efficiency

Departments within ForHousing who are involved in the recharge process such as Finance, Asset Management, Neighbourhoods, Customer Experience, Business Excellence and the Income Maximisation Team will continue to seek alternative ways of working which may involve further automated or digitalised processes to collect rechargeable repairs.

Value for money

For Housing will undertake a value for money review to determine the cost of administering recharges. This will include considering additional resource, streamlining of processes, and the outcomes versus the outputs, for example.

How the Policy will be delivered

If staff become aware of problems with effective operation of the Policy or the associated procedures, they should report this to the Policy Owner. This feedback will be incorporated into the policy / procedural review process.

Conditional property improvement permissions requiring the tenant to return the property to its original condition at end of tenancy will be retained on Documotive for reference and enforcement when properties become vacant.

Related Documents

- Repairs and Maintenance policy
- Repairs and Maintenance procedures
- Income Collection procedure
- CW&C corporate debt policy

Inclusive Decision-Making Framework (IDMF) analysis

Date of approved IDMF analysis	16/1/2024
Actions taken forward to mitigate any potential negative impact	Not applicable

Data Protection Impact Assessment

Data Protection Impact Assessment (DPIA)

Under the UK GDPR and the Data Protection Act 2018, you are required to carry out a DPIA when developing or reviewing a Policy or Procedure that will have a widespread or serious impact on data held on individuals. Careful consideration should be given as to whether the policy or process will have an impact on any processing of personal information that is large scale, involves profiling or monitoring, decides on access to services or opportunities, or involves sensitive data or vulnerable individuals. Information and support regarding this can be obtained from the Data Protection Officer (DPO).

Has a DPIA been completed?	Yes
If a DPIA has been completed, was the DPO consulted?	Yes
If a DPIA has been completed, were any risks identified?	No

If risks were identified as part of the DPIA process, have mitigation actions been identified?

Not applicable

Consultation and business intelligence

The tenancy agreement defines tenants' actions considered to be in breach of the tenancy. This includes property damage and neglect which this Policy identifies as circumstances in which required repairs will be recharged to the tenant. Tenants are consulted on changes to the tenancy agreement.

Monitoring arrangements

ForHousing will monitor and report performance in compliance with this Policy taking into account the level of recharges and associated recovery rates.

Policy summary for the intranet

ForHousing aims to provide tenants with a high quality, efficient and comprehensive repairs service whilst maintaining properties to a high standard. However, some repairs are required as a result of damage or neglect caused by the tenant. ForHousing considers these are rechargeable as a way of protecting assets and supporting viability.

This Policy sets out the circumstances in which tenants will be recharged for repairs and explains how ForHousing will maximise collection levels.

Words linked to this policy for intranet searches

Income, repairs, recharged, recharges, responsibility.

Where this policy should be accessible

- ForHousing owned
- ForHousing HMC
- ForHousing managed
- Liberty Group
- forfutures
- ForLiving

Control Data & Approval History

Policy Owner:	CW&C: Alison Amesbury, Strategic Housing & Commissioning Senior Manager
Next review date:	May 2027

Issue	Approved By	Date
Approval – V1	ForHousing SMT	30 th April 2018
Approval – V1	CWaC, Cabinet Member - Housing	8 th September 2018

Approval – V2	CW&C, Cabinet Member Housing, Planning and Climate Emergency	17 th February 2022
Approval- V3		

Document Revision History

Date	Version Number	Key Changes
8 th September 2018	1	Original Version
15 th March 2021	2	Further detail added in respect to; aim of policy, identification of recharges, tenancy support, examples of where a recharge may be applied, best practice, efficiency and value for money. Updated CW&C responsible Director name and title.
29 th April 2023	3	Insertion of; Breathing Space, Roles and responsibilities. Updated on new template. Related documents; Income Procedure, CW&C corporate debt policy.