

## Rechargeable works Procedures (Void HRA Properties)

This Chapter gives details of the procedures to be followed when recharging former tenants on works on void properties.

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**i Version Control for Rechargeable Works Procedures (Void HRA Properties)**

Date Revised	Sept 2011	Author	Neil Shire, Repairs and Technical Services Manager
Date Approved		Approved by	Lawrence Blake, Housing Operational Manager
Date effective from		Lead Officer	Repairs and Technical Services Manager
Review Due	Nov 2012	Staff involved	Technical Officers (TO) Housing Assistants (HA)
Location			

**ii Rechargeable Works (Void HRA Properties) Policy**

The Council will charge the person responsible for the cost of works required to vacant properties where:

- the property has been damaged or abused beyond acceptable wear and tear
- furniture/ property/rubbish have to be cleared from the property or the garden
- the cost of repairing the damage or removing the rubbish is likely to exceed £50.

The Council will not raise a charge against the estate of deceased tenants.

**iii Aims and objectives**

- 1) to ensure that any repair that is not caused by fair wear and tear is recharged correctly.
- 2) keep the stock in good and safe order.
- 3) that tenants comply with their tenancy agreement in terms of rechargeable repairs.

**iv Purpose of these procedures**

- 1) to give guidance in what circumstances recharges will be made.
- 2) to give guidance when discretion can be used on what will be recharged.
- 3) to outline how a recharge will be calculated.
- 4) to define responsibilities within the rechargeable repairs process.
- 5) to ensure consistency when rechargeable repairs are raised.

**v Related procedures –**

- recovery of rechargeable repairs in tenanted properties.

**vi** A risk management table for this procedure can be found at [Appendix 1](#).

**vii Staff responsibilities**

**Technical officers** are responsible for carrying out pre-termination and void inspections where tenants give notice of tenancy termination, for advising tenants, identifying rechargeable works, seeking tenants' agreement to carrying out the works themselves or meeting the cost of the Council doing so, taking photographic evidence and dealing with non-technical queries from former tenants.

**Housing Assistants (HA's)** are responsible for raising sundry debtor invoices, negotiating payment terms after sundry debt is raised, sending letters and

monitoring repayments.

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## The Procedures

### 1.0 Tenancy Termination

Where the tenant gives notice of the termination of their tenancy, the Housing Officer (HO) will:

- carry out a pre-termination inspection to identify any disrepair
- complete form RW3, including (if possible) the tenant's signature
- take photographic evidence of any disrepair.

### 2.0 Substantial or Malicious Damage

1) Where the property has been substantially/ maliciously damaged, and the tenant is intending to move by transfer, the TO will advise that transfers are not permitted where the tenant has damaged the property and that the offer will be withdrawn.

2) The tenant's transfer application will be considered again (but not for the current void) once the tenant has repaired the damage to the Council's satisfaction or paid for the Council to do so.

3) Where the tenant strongly objects or raises extenuating circumstances and there are serious social/medical issues, the TO will discuss the case with the TSM.

Unless the TSM takes the opposite view, the HO advises Home Choice that the offer is to be withdrawn.

### 3.0 Minor Damage

1) Where the damage is minor and capable of being made good within **1 week**, the TO should offer to proceed provided the tenant signs form RW3 to confirm that work will be done (and agree that they will pay the recharge if they fail to do this and the Council has to carry out the work) [Appendix 2](#).

Works will attract the following fees in addition to the works required:

- TO - £10.67 per hour
- HA - £9.44 per hour

Minimum of £10.06 on each invoice

2) The HO will pass the RW3 form and the photographs to the TO.

### 4.0 After Property is Vacated

1) When the property is vacated and the keys received, the TO inspects the property. This will include:

- completing a schedule of works required – indicating those which are rechargeable, costing each from the schedule of rates.
- taking further photos ( all photos should include the date) of rechargeable items – evidence needs to be particularly strong where the TO is adding

works not identified previously.

2) Where the tenant's new address is known, the HA raises the invoice against the tenant.

3) Where the tenant's address is unknown, the HA will try to obtain a forwarding address from:

- Experian
- the Housing Benefit system
- Royal Mail
- the new tenant
- any known contact.

4) If successful, the HA will send the invoice to the former tenants. If not, the HA completes the process and stores the documentation on the former tenant's file.

5) Where major damage has occurred (£3,000+), the Council should look into referring the matter to a tracing agency.

6) Should the former tenant seek re-housing in Exeter in the future, Home Choice's pre-offer check (of paper file) will identify anyone with an outstanding rechargeable works debt and any offer of re-housing will be conditional upon them clearing it.

## 5.0 Sundry Debtors Recovery Process (for non tenanted properties)

1) An invoice automatically triggers the Sundry Debtors recovery process. This involves:

- a reminder letter after **35 days**
- a second reminder after a further **10 days**

2) If the sum (or the agreed instalments) have not been paid by this time, Sundry Debtors will write a final letter to the tenant informing them that the case will be:

- referred to an appropriate debt recovery agency (**cases up to £200**) or
- the Council's solicitor (**cases £200 or more**) for Court action if no payment is made in a further **10 days**, and that the tenant may incur additional costs as a result.

3) The TO's and HA's will make/vary repayment agreements with former tenants.

## Sundry Debtors Recovery Process (tenant debts)

See Recovery of Rechargeable Repairs in Tenanted Properties Procedures

## 6.0 Monitoring Recovery

1) The Treasury will supply a monthly report setting out:

- the overall amount raised and recovered during the month for rechargeable repairs for existing tenants
- the cumulative amount outstanding in relation to rechargeable repairs for existing tenants

- the amount outstanding on each account, giving name and address, description of works, current balance, date of last payment and recovery actions taken by Sundry Debtors.
- 2) Responsibility for recovery action and reporting in Housing lies with the Income Manager or an appointed deputy.

### **7.0 Supporting Information For Invoices Over £500**

Invoices over £500 are referred to legal services if the debtor does not settle. Because of the possibility of the matter being taken to court a minimum amount of information must be supplied. It is the responsibility of the Housing Assistant raising the invoice that this information is available:

- tenancy agreement (ensure that if the tenancy is in joint names then both names appear on invoice)
- tenancy terms and conditions.
- signed acceptance by tenant that they will pay the debt
- who identified the work, when and how
- photographs of damage with dates
- full descriptions of damage caused
- void inspection sheet (if applicable)
- void schedule sheet (if applicable)
- copies of contractor invoices for the work
- copies of any letters sent to or from the debtor.

## **Appendix 1 Risk Management**

### **Financial risks:**

Loss to authority if recharge policy not followed as debt may not be recoverable.  
Reduction in value of asset.

### **Health and safety risks:**

Risk due to property being damaged.

### **Legal and regulatory risks:**

#### **Quality risks:**

- Staff insufficiently trained in the procedures
- Policy and procedures do not reflect current legislation or good practice

### **Publicity risks:**

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**Appendix 2**  
**Rechargeable Works Form for Vacant Properties**

<b>EXETER HOUSING</b>	
<b>RECHARGEABLE WORKS –VACANT PROPERTY</b>	
<b>Property address:</b>	
	<b>Post code</b>
<b>Name of person to be re-charged</b>	
<b>New address of (former) tenant</b>	
<b>Telephone number</b>	
<b>Description of works required</b>	
<b>Works</b>	<b>£</b>
<b>Inspection hrs@ £10.67/hr</b>	<b>£</b>
<b>Admin costs</b>	<b>£ 4.72</b>
<b>VAT</b>	<b>£</b>
<b>Estimated cost of works</b>	<b>£</b>
<p>I confirm that I accept responsibility for the repairs listed above and (delete as appropriate)            EITHER            I will make carry out these repairs, to the Council's standards, by .....            and that, should I fail to do so, the Council will carry them out and I will repay the            Council            OR -            I will pay the above amount, in full, by .....            OR -            I will pay the above amount, in regular instalments of £        per        starting            .....</p>	
Signed	Date
(tenant)	



I confirm that the repairs listed above are necessary and are the tenant's responsibility, under the tenancy agreement

Signed

Date

(Technical Officer/ Housing Assistant)

Form ECC/H/RW3

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