

Rechargeable Works Procedures (HRA Tenanted Properties)

This Chapter gives details of the procedures to be followed when works need to be recharged to the tenant.

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i Version Control for Rechargeable Works Procedures (HRA Tenanted Properties)

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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 Policy (HRA Tenanted Properties)

Tenants are required, under the tenancy agreement, to meet the cost of making good any damage which is not due to fair wear and tear and which is caused deliberately by them or occupants of the property. Some examples of where tenants are not liable for costs are:

- attempted or actual break-ins
- vandalism where this is caused by third parties
- replacing damaged glass caused by third parties.

Before the work is placed occupiers must report any such damage to the police and obtain a crime log number. Recharges in general will only be made where it can be established clearly that the defect was caused deliberately by the tenant, in any case where there is a doubt then a recharge should not be made. In cases where there is some doubt and a recharge is not made the officer involved should submit a note to the house file explaining the reasons.

Some of the more common rechargeable repairs are:

- gaining entry and renewing of locks, where keys are lost
- replacing glass where the damage is caused by the tenant
- replacing damaged fixtures and fittings where the damage is malicious or through neglect
- putting right poor DIY projects
- replacing floor tiles where carpets are removed.

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 Risk management

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

vii Staff responsibilities

Repairs and Technical Services Manager has the overall responsibility for the raising of rechargeable repairs and for income recovery

Technical Officers (TO's) are responsible for initiating rechargeable repairs procedures where appropriate for tenanted properties this is normally in conjunction with an inspection that has been carried out. For specifying and costing the works, sending letters, negotiating repayment agreements, monitoring repayments and initiating recovery action where these are not adhered to and for responding to technical queries from the tenant.

Housing Assistants (HA's) are responsible for initiating rechargeable repairs procedures where appropriate for tenanted properties which is normally in response to an enquiry received direct from a resident, raising sundry debtor invoices, negotiating payment terms after sundry debt is raised, sending letters and monitoring repayments.

The Procedures

1.0 Housing Revenue Account Tenanted Properties (Where Pre-inspection of Damage Required)

1.1 Pre-inspection of Damage

In order to inspect the damage, the TO will carry out a site inspection. Information to be collected includes:

- photographs, which will be stored on the 'S' drive under Housing/Property Library. All photographs must be dated.
- an inspection sheet of the required work
- signed authorisation from the tenant to proceed with the work and an acceptance of the debt
- data to substantiate the debt if it is not based on a schedule of rates i.e. quotes.

This will then be passed to the HA to raise the debtor invoice [Appendix 2](#) and arrange for the appropriate paperwork to be filed.

1.2 Costing the Works

The TO will cost the works using the schedule of rates (this figure will be charged, whatever the final cost of the job, to avoid delays and uncertainty). Any admin cost will be based on the hourly rate of the TO and HA:

- TO - £10.67/hour
- HA - £9.44/hour

Minimum of £10.06 on each invoice.

1.3 Securing Payment

1) Where possible, the TO will issue an invoice and secure payment in advance of the works taking place. The Admin fee will be waived for payment in advance.

2) Where this is not possible (e.g. in an emergency, where a tenant is locked out or where the tenant cannot afford full payment), the TO or HA will seek the tenant's agreement to pay and record this on form RW/T/1.

3) Where the tenant agrees to pay but is unable to pay outright, the HA will negotiate a repayment arrangement, which is agreed and signed for by the tenant.

Repayment period will need to be as short as can reasonably be agreed. Weekly payment, if in receipt of benefits, is £2. 70 per week.

4) Where there is no option but to start the work and the tenant refuses to pay, the TO will:

- complete and sign the officer section of the RW form
- give/send a copy to the tenant
- inform the tenant that the Council will require repayment in accordance with the tenancy agreement and will seek costs if legal action is required.

5) the HA will raise the invoice on the Council's system

1.4 Sundry Debtors Recovery Process (non tenant debts)

1) Raising 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, the Sundry Debtors system will write a final letter to the tenant informing them that:

- the case will be referred to a 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 HA will make/vary repayment agreements with the tenants.

Sundry Debtors Recovery Process (tenant debts)

See Recovery of Rechargeable Repairs in Tenanted Properties Procedures

2.0 Housing Revenue Account Tenanted Properties (Where Pre-inspection of Damage is Not Required)

1) If it can be readily established that the item is a rechargeable repair and the costs are available from the pre defined list (see appendix 3) the caller will be informed of the cost of the repair.

2) In cases where the cause of the problem is not fully established (for example in the case of blocked waste pipes) callers will be warned that they may be charged for the work and an estimate can be provided using the pre defined list (see appendix 3). The contractor who undertakes the work will be asked for feedback in these cases to establish responsibility.

3) The form ECC/H/RW2 will be completed and sent to the tenant for signing before the work is issued.

4) In the case of an emergency, the form ECC/H/RW2 will be completed and sent to the contractor for the tenant to sign when the job is attended to.

5) The HA will refer to the standard list of charges (See appendix 3).

3.0 Monitoring Recovery in all Cases

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.

The Housing Assistant Team Leader will undertake a monthly review of the recharges raised to ensure they have been made in accordance with this policy.

4.0 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.

5.0 Discretionary circumstances

Each recharge must be assessed and evaluated on the individual circumstances. Discretion can be used when raising invoices and the following should be taken account of –

- age
- disability
- health
- if damage caused in violent circumstances.

Where a recharge is not to be made a note of the reasons must be made and agreed with the relevant line manager.

6.0 Significant damage

Often significant damage can occur to a property caused either by accident or by the willful neglect of the resident.

This could include things such as fire damage or burst pipes.

In cases where the damage has been caused deliberately by the resident (for example where arson can be proved) the Council will exercise its rights under the tenancy agreement to recharge for the damage.

In cases where the damage has been caused accidentally or not directly by the tenant then the decision on the recharge will be made by the Head of Housing as to the nature and level of the charge.

All decisions will be noted on the relevant house file.

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 Work Form (Tenanted Property)**

EXETER HOUSING	
RECHARGEABLE WORKS –TENANTED PROPERTY	
Property address:	
	Post code
Name of person to be re-charged	
Telephone number	
Description of works required	
Works	£
Inspection hrs@ £10.67/hr	£
Admin costs	£ 4.72
VAT	£
Estimated cost of works	£
I confirm that I accept responsibility, and will pay, for the repairs listed above	
I will pay, in full, by	
I will pay the above amount, through regular instalments of £ per starting	
.....	
Note – Admin fee will be waived if bill paid before work commences.	
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/RW2

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Appendix 3

LIST OF CHARGES IN RESPECT OF REPAIR WORKS TO BE CHARGED TO COUNCIL TENANTS REVISED JUNE 2011
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	Total Charge	Schedule of Rates	Admin Cost (½ hr HA Rate)	V.A.T @20%
General Repairs minimum charge:- (including) Renew wc seat Garage Door Lock Clear Waste Trap Board up Window	36.26	25.50	4.72	6.04
Gain entry	60.18	45.43	4.72	10.03
Renew lock to plastic door	38.59	27.44	4.72	6.43
Renew lock to wooden door	36.26	25.50	4.72	6.04
Renewal of wash basin	203.29	164.69	4.72	33.88
Renewal of wc pan	116.16	92.08	4.72	19.36
Clearing of blocked drains	75.28	58.01	4.72	12.55
Reglaze small Pane (not double glazed)	84.22	65.46	4.72	14.04
Reglaze Large Pane (not double glazed)	92.24	72.15	4.72	15.37
Renew small double glazed unit	126.44	105.23	4.72	16.49
Renew large double glazed unit	136.40	108.95	4.72	22.73