



Income Recharge Policy

Owner: Carl Wallace

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1.0 Introduction

This policy outlines West Lancashire Borough Council's approach to the raising and collection of charges from its leaseholders, tenants and former tenants for charging for repairs and making good, damage to our property and leased properties.

Whilst the Council have a duty to repair tenanted homes, our tenants also have obligations to maintain their home as outlined in the tenancy agreement.

2.0 Policy Statement

It is a key priority to ensure the properties we let and homes our tenants live in meet the decent homes standard and that the obligations of both parties are followed.

We are mindful that rental income provides the funds to maintain homes and provide services; and supports the Council's business plan.

We will aim to ensure that the cost of putting things right falls to those who have not followed the terms of the tenancy agreement through the charging and recovery process.

3.0 Key Policy Aims

- We aim to encourage tenants to take responsibility for keeping their home in a good state of repair
- We want to ensure that the repairs budget is spent wherever possible on repairs caused by genuine wear and tear
- We want to ensure that resources are allocated fairly, and that so far as reasonably practicable, the costs of putting right disrepair arising due to neglect does not fall upon the majority of tenants that look after their homes
- To contribute to West Lancashire Borough Council's efficiency and offer value for money
- To ensure that when reported repairs are allocated to the correct priority in line with the repairs policy

This policy applies to all West Lancashire Borough Council tenants and anyone who resides in our properties under the terms of a tenancy agreement, mesnes profit charge, temporary accommodation or as a licensee. It applies to existing/current tenants and former tenants.

4.0 Legal and Regulatory

- Housing Act 1985 The Act introduced the secure tenancy regime for social housing tenants and defined how secure tenancies can be let, managed and terminated, including prescribed forms and grounds for possession.
- Landlord and Tenant Act 1985 This Act outlines various rights and responsibilities of both landlords and tenants, including repair responsibilities.
- Decent Homes Standard Introduced in 2000, this implemented a minimum standard that all public sector housing had to meet and was subsequently updated in 2006 to take account of the Housing Act 2004
- Housing and Regeneration Act 2008 This Act sets out the objectives of the Regulator of Social Housing and its role in relation to economic regulation and the setting and monitoring of consumer standards.
- The Equality Act 2010 The Act prohibits discrimination, harassment or victimisation based on protected characteristics of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sexual orientation.
- Anti Social Behaviour, Crime and Policing Act 2014 The Act introduced new grounds for possession for secure tenancies, including mandatory anti social behaviour grounds for possession

West Lancashire Borough Council's tenancy agreement sets out the individual responsibilities for landlord and tenant in relation to the maintenance of the property.

Section 6.17 of the West Lancashire Borough Council Tenancy Agreement states: -
'You must repair or replace parts for the property and/or fixtures where damage has been caused deliberately (smashed windows or broken doors for example), or by neglect (not reporting a leaking pipe for example). This includes damage by your family (including children) and other people. If you do not do so we may complete any necessary works and charge you for it. In certain circumstances where damage has been caused through acts of vandalism, by people unknown to you, we may undertake a repair if you have reported the incident to the police and have been given a crime reference number.'

The Council may recharge a tenant for any repairs that it has to carry out, which fall within the scope of the tenant's responsibilities. These types of repairs are usually a result of: (not an exhaustive list)

- tenant misuse
- tenant abuse, through neglect, wilful damage, or carelessness
- the damage may be caused by the tenant, their family, or visitors to their home
- failure to return all keys and fobs on termination of a tenancy
- the removal of rubbish and/or household items left on the termination of a tenancy
- the reinstatement of any alterations that are either unapproved or that do not meet the council's re-let standard
- for gaining access and/or changing locks either at a tenant's request or a result of enforcement action or on termination of a tenancy
- Tenants mis-reporting repairs as an emergency when they are not

Where repairs are not due to normal wear and tear or component failure, we expect tenants to pay for these repairs as a rechargeable repair. This can be in full or, alternatively, the tenant may carry out the repair themselves.

Where a tenant reports a repair as an emergency to get a callout within 4 hours, and it is assessed as being deliberately mis-reported as an emergency, a fixed charge will be payable by the tenant. The fee will be explained by the call handling operative at the time the emergency repair is reported.

A recharge will not be applied to the costs of repairing fair wear and tear, or if the damage has been caused by a crime.

If the damage is due to crime, the tenant must have reported the crime to the police and a crime reference number obtained (these types of repair will then fall within the scope of the Tenancy Agreement).

5.0 The Policy

- We will make sure that our homes are a safe place to live in by keeping to our repair and maintenance responsibilities as required by the tenancy agreement, legislation, guidance, and good practice.
- When a repair is reported we will confirm if the repair is West Lancashire's responsibility or the tenants
- If the repair is a tenant's responsibility and the tenant will be recharged, our staff will offer advice on the recharge process

To keep these commitments, we will:

- Encourage residents to take a responsible approach to prevent damage to their home and West Lancashire Borough Council property.

- Enforce tenancy conditions to reduce anti-social behaviour and achieve value for money
- Seek to recover costs for undertaking repairs to our properties that have occurred by accident, negligence or deliberately by residents or third parties or mis-reporting repairs as an emergency
- Recover legal costs of any action that we need to take, to gain access to a property, in order to carry out annual safety checks or repairs that are damaging or affecting other properties

6.0 Tenancy Types and Leaseholders (Homes and Garages)

Current tenants

- We only carry out rechargeable repairs where these are necessary to safeguard the welfare of the occupants, or to ensure the property does not deteriorate further.
- We will send a Council employee to carry out a property inspection and estimation of the costs
- At our discretion, depending on the repair, we may agree to carry out the work at the request of the tenant. The tenant would be asked to agree to pay for the work in full.
- We will secure a deposit or payment in full before the work starts
- A fixed charge will be payable where a repair is reported as an emergency and it is not assessed by the contractor as a genuine emergency
- Depending on the cost of the work, any health and safety issues and or financial circumstances, we can agree to an advance payment along with a payment plan to clear the balance.

Former Tenants

- Where an outgoing tenant has told us they are leaving and has given 4 weeks notice, a pre-termination inspection will be carried out. The inspecting officer will provide a detailed list of rechargeable repair works that the tenant is expected to carry out prior to leaving their home. This will give an estimate of the costs should the tenant fail to carry out the works
- When the property becomes empty, officers or contractors will take photographs which may be used as evidence in the recovery procedures when the rechargeable works are invoiced
- Any work that has been listed, that is not made good by the tenant prior to and after leaving, will be invoiced as a rechargeable repair
- Where a property has been vacated with no notice, we will follow the process as above

- In addition to any damage, those leaving a property will be advised that they will be charged, for lock changes if keys are not returned, removal of rubbish or any belongings from the property
- We may negotiate payment terms in cases of severe hardship

Leaseholders

Under exceptional circumstances repairs may be carried out to leaseholder properties. A charge for the works completed will be invoiced to the lease holder.

7.0 Immediate Risks to Health and Safety

Where there is an immediate risk to the health and safety of the tenant, their household or neighbours, a temporary repair will be carried out. Immediate risks to health and safety may include such as the following:

- Gas/electrical faults
- Flooding and any resultant damp or mould growth
- Insecure doors or ground floor windows
- Structural faults, trip hazards or dangers, which could lead to a personal injury claim

Where we are required to carry out compliance safety checks and are unable to gain access to carry these out, we will recharge any legal costs incurred when gaining permission from the court so that we can gain entry for compliance checks to be carried out.

8.0 Charges

- Current tenants will be charged the cost of carrying out repairs that are not fair wear and tear, the cost of the repair including Value Added Tax (VAT) plus a 10% administration charge. We will advise the tenant of the estimated cost of the work, prior to ordering the repair. If the full charges are paid in advance, the administration charge is waived
- A former tenant will be charged if repair works are required to an empty property after they have left (other than fair wear and tear). This includes charges to clear rubbish and/or household items left, or to reinstate unauthorised alterations or alterations which have not met the council's re-let standard
- We will recharge leaseholders for any repairs carried out that are rechargeable and not covered by the individual agreement
- Once a repair is identified as rechargeable, the tenant will be given a written breakdown and informed that they can request a review of the decision to recharge

- Officers may waive recharges in exceptional circumstances, taking into consideration vulnerability, risk to health and safety and an individual's circumstances
- The Council reserves the right to investigate the circumstances surrounding any damage and a recharge amount may be applied if it is reasonable to do so

9.0 The Collection of Recharges

Recharges can either be paid in full or tenants can agree a repayment plan. A range of options for payment are available.

10.0 Non-Payment Actions

West Lancashire Borough Council will follow the principles outlined in the Income Recovery Policy.

West Lancashire Borough Council reserves the right to enforce tenancy conditions if the current tenant fails to pay the debt in full as agreed. If necessary, we will take legal action to achieve payment, this may impact on the security of the tenancy.

West Lancashire Borough Council reserve the right, where there is an outstanding debt to:

- refuse a current tenant to transfer, have future rehousing requests approved, or to make it a condition to pay for a mutual exchange
- refuse to provide a reference for another landlord, or
- declare a debt in any reference provided

We also reserve the right to refuse non-essential planned maintenance and/or Improvement Works where there is an outstanding debt and/or court proceedings.

11.0 Challenging Decisions to Recharge

If a tenant is not satisfied with a response or service they have received concerning a rechargeable repair they can complete our feedback form which is found on [Customer Feedback - West Lancashire Borough Council \(westlancs.gov.uk\)](https://www.westlancs.gov.uk/customer-feedback)

12.0 Vulnerability and Financial Hardship

West Lancashire Borough Council aims to operate a repairs service which is fair and accessible to all. The recharge policy will be applied sensitively, taking into account factors such as severe health issues, learning difficulties, children in the household and financial hardship. Each case would be assessed individually if a payment plan is needed.

Families of a sole tenant who has died will not be recharged for repairs.

13.0 Performance Monitoring

The service will be benchmarked against top performing organisations to identify areas for improvement and best practice

- We will monitor the number and value of rechargeable jobs raised on day to day repairs and voids quarterly
- We will monitor the recovery of the rechargeable debt monthly and set challenging recovery targets each year
- We will monitor the legal costs charged for no access to carry out gas servicing

14.0 Further Information

To ensure the Council is delivering customer focused services, officers and tenants may be asked to become involved in reviewing the Service, complete feedback surveys and make suggestions for improvements and change.

15.0 Version Control

Date	Amendment	Version