



Temporary Accommodation Recharge Policy

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Introduction

This document sets out Tunbridge Wells Borough Council's (TWBC) approach to the recovery of recharges during a current or historic stay in temporary accommodation provided by the Council. This includes interim accommodation duty (Section 188), the Main Housing Duty (Section 193(2)) and all other duties and powers such as a discretionary power (under Section 189B).

Such recharges include repairs that have been carried out due to malicious or wilful damage, neglect or unreasonable misuse by households living the accommodation (including members of their household and visitors). A full break down of rechargeable costs are listed as part of this document.

TWBC recognise that applicants who present to the Council for homelessness assistance are often the most vulnerable in society. The recharge policy sets out how the Housing Options Team aim to protect public funds whilst displaying a fair but consistent management of temporary accommodation.

Aims

The aims of this Policy are:

- To ensure that recharges are dealt with transparently and efficiently
- To reasonably recover the cost of rechargeable repairs as well as other rechargeable costs from current and former clients staying in temporary accommodation owned and leased by the Council
- To recover debts in relation to rechargeable repairs and damage

Through having in place this Temporary Accommodation Recharge Policy By having, we hope to ensure that temporary accommodation will be better looked after and maintained by its occupants and enable it to be re-occupied with minimal delay, thus reducing void times.

Applicant's Responsibility

When a household 'signs up' for accommodation, they are provided with a licence agreement which sets out their responsibilities. The agreement states that households must keep their temporary accommodation in a reasonable condition both during their stay and at the point of vacation. In addition, the agreement states that the property must be kept free from damage and that fixtures or fittings (e.g. furniture and white goods) are not removed from the premises.

The Licence Agreement will be updated to state that the Council will recharge the applicant for the cost of making good any damage they have caused either to the property, fixtures and fittings, the clearing of any items left behind and any cleaning that is considered over and above reasonable wear and tear.

Identifying Rechargeable Recharges

Recoverable recharges will be identified in many different ways. Some examples include:

Direct communication from an applicant to their Tenancy Officer – Where an applicant reports damage to their accommodation, the Tenancy Officer will consider on the information presented whether this has resulted from malicious or wilful actions, neglect or unreasonable misuse). This information will be reported back to the Accommodation Team Leader for consideration to recharge any accrued costs.

Reports from a third party following a visit to a property – Where a third part (e.g. Police, Social Services or Property Contractor) advises that there has been damage to the property, the Tenancy Officer will make their own enquiries to investigate the clauses of the damage. All obtained information will be reported back to the Accommodation Team Leader for consideration to recharge any accrued costs, where this has resulted from malicious or wilful actions, neglect or unreasonable misuse

When a Council Officer conducts an inspection (either announced or unannounced) – When a Tenancy Officer conducts an inspection, they will establish whether any damage has been caused either by malicious or wilful actions, neglect or unreasonable misuse. Where damage has occurred, it will be reported back to the Accommodation Team Leader for consideration to recharge the cost of repair.

When a pre-void inspection takes place – Applicants will be given the opportunity to highlight any issues at the pre-void inspection. In the circumstance where a pre-void inspection is not possible, the Tenancy officer will complete an inspection without the applicant present and they will not have an opportunity to address the issues other than being recharged for any malicious or wilful actions, neglect or unreasonable misuse or loss to Council property.

When a post-void inspection takes place – When an applicant vacates temporary accommodation, the Tenancy Officer will complete an inspection to establish whether the accommodation has been left in a reasonable condition and whether any damage has been incurred. The Tenancy Officer will refer back to the inventory completed at the beginning of the applicant’s occupation. Where damage or losses has occurred, it will be reported back to the Accommodation Team Leader for consideration to recharge the cost of repair this has resulted from malicious or wilful actions, neglect or unreasonable misuse.

Please note, this list is not exhaustive and recoverable recharges will be considered on a case by case basis.

Recoverable Recharges

Although the majority of applicants keep their accommodation in good condition, there are some cases where damage is caused either deliberately, through neglect or misuse. On these occasions, repairs and deep cleans are often required. The Council may incur costs and failure to recharge for these works would deprive the Council of much needed income. Recharges may also be identified for storage of household possessions and replacement of lost/broken keys or access fobs.

Rechargeable repairs are defined as any costs that Tunbridge Wells Borough Council incurs as a result of an applicant's neglectful or deliberate behaviour. Some examples of recoverable recharges are as follows:

Repairs required because of deliberate damage or damage caused due to neglect –

Where temporary accommodation is damaged and the Council has reason to believe that the damage was caused either deliberately or due to neglect, the Council may recharge the full amount to the household and seek to recover costs up to the full amount.

Repairs require because of unauthorised alterations to the property –

Where unauthorised alterations are made to temporary accommodation, the cost of returning the accommodation to the original condition may be recharged up to the full amount.

Costs incurred due to breach of licence conditions (e.g. not allowing access to carry out essential maintenance or inspections) –

Where costs are incurred due to the breach of a licence agreement (e.g. not allowing access to carry out maintenance), the cost may be recharged up to the full amount (e.g. the cost to arrange a further appointment).

Where a service has been provided by the Council such as lock changes due to lost keys or entry fobs –

Where keys and door entry fobs are lost or damaged, the cost of replacements and the cost incurred in gaining entry to change the lock(s) may be recharged to cover costs up to the full amount.

The cost of removing unauthorised goods, possession or rubbish left in temporary accommodation at the end of the applicant's occupation –

Where the applicant fails to leave their temporary accommodation clear from belongings, the Council may recharge up to the full cost to remove and store/destroy the belongings.

Where fixtures and fittings (e.g. furniture and white goods) have been lost or removed –

Where fixtures or fittings (e.g. furniture, white goods fixtures and fittings) are removed or lost (from the point of sign up), the Council may recharge the household and seek to recover costs up to the full amount. This includes any specialist cleans whilst a household is still occupying the property, e.g. for biohazard cleaning.

Where accommodation requires cleaning over and above what is considered a reasonable amount –

Where temporary accommodation units require cleaning over and above what is considered reasonable to bring the property back to the same standard as when the property was occupied by the households, the Council may recharge the household and seek to recover costs up to the full amount.

Where costs are incurred, before any recoverable recharges are raised, applicants will be given the opportunity to make good where appropriate. This may include clearing rubbish from the accommodation or returning lost/stolen fixtures and fittings.

Please note, this list is not exhaustive and recoverable recharges will be considered on a case by case basis.

Housing Register Qualification

Section 10.1 of the Council's Housing Register Allocation Scheme states that 'applicants with significant arrears, or a former tenancy debt, with a private or social landlord will generally not qualify to join the Housing Register'. In addition 'this ground for disqualification would also include applicants who have accrued serious rent or service charge arrears or outstanding recharges whilst in temporary accommodation provided by Tunbridge Wells Borough Council, or have outstanding arrears in the repayments of debts accrued under the Council's homelessness prevention loans, or through a housing benefit overpayment'.

Any recharges incurred during a stay in temporary accommodation will be considered a housing related debt. Failure to pay this debt or set up an affordable repayment plan may exclude the applicant from qualifying from the Housing Register.

Exceptions

Charges will not be recharged for any required works that have occurred due to fair wear and tear, or accidental damage. The threshold for wear and tear will be considered by the Tenancy Officer and Accommodation Team Leader on a case by case basis and must be considered as excessive. The Council recognises that disabled households and households including young children may inadvertently cause more damage to accommodation than others.

The rechargeable costs may be waived (partly or in full) in exceptional circumstances where evidence can be provided to justify incurred expenses. Each situation will be looked at individually to determine if the disability directly contributed to the damage caused.

The Council recognises that damages may occur to temporary accommodation as a result of domestic abuse. Where there is a possibility of damage caused by domestic abuse or another form of abuse, the applicant will be encouraged to engage with the Council to gain clarity of the circumstances. All communication with the tenant will be undertaken sensitively.

Recharge Process

Recharges will only be raised after the applicant has left temporary accommodation, with the exception of any biohazard cleans which may be required whilst the household is in occupation. As such recharge will be added to the tenants rent account as an adjusted charge.

When a potential recoverable recharge is identified by a Tenancy Officer, all available information will be presented to the Accommodation Team Leader. The Accommodation Team Leader will decide whether recharge is appropriate. In complex cases, the Accommodation Team Leader will consult with the Housing Options Manager.

Where the decision to recharge is made, the applicant will be advised of the cost and an invoice will be raised. We will aim to do this in a timely manner and ideally within 28 days of the cost being incurred. In some circumstances it may take longer than this to confirm a cost due to the nature of the repair.

The Council recognises that it is an established legal principle that a landlord is not entitled to recharge the full cost for having any part of their property, or any fixture or fitting, “put back to the condition it was at the start of the tenancy.” The Council will therefore consider the age and lifespan of the fabric of the property or fixture and fittings, where determining any recharge amount.

The Council will also not recharge more than is necessary to make good any damage or loss. As there are so many variable factors which affect fair wear and tear, the Accommodation Team Leader will look at the evidence presented to make a reasonable conclusion as to what we believe has happened.

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. Where possible staff should record any forwarding address onto the Housing System. Clients should be aware that the arrears will still need to be cleared on the account, and every effort will be made to recover this money.

There are various ways to make a payment including payment over the phone by credit/debit card, online payments on our website, bank transfers using online banking or mobile apps, cash payments in person at the kiosk at the Amelia Scott. Where applicants are unable to pay the amount due for a recharge in full, a repayment plan can be discussed with the Council’s Finance Team or representatives and, if appropriate, in the particular circumstances of the case, agreed at a reasonable/affordable level.

Review of Decisions and Complaints

Under section 202(1) an applicant has the right to request a review of a housing authority’s decision:

A review may be carried out by the housing authority itself which made the original decision or by someone acting as an agent of the housing authority. For further guidance on contracting out homelessness functions see Chapter 5. Where the review is to be carried out by an officer of the housing authority, the officer must not have been involved in the original decision, and they must be senior to the officer (or officers) who took that decision. Seniority for these purposes means seniority in rank or grade within the housing authority’s organisational structure. The seniority provision does not apply where a committee or sub-committee of elected members took the original decision.

All applicants residing in temporary accommodation (both current and former who believe that they have been subject to recharge that was not their fault, or they are disputing the amount charged, are able to appeal. The appeal will be dealt with by the Housing Options Manager or Housing Services Manager. The appeal should be

submitted within 21 days of the letter explaining the rechargeable repairs. The Council will respond to all appeals within 56 days from request.

Applicants will also be advised of the Council's Complaints Procedure that is available to any applicant who is not satisfied with the way in which their case has been dealt with. Details of the Complaints Procedure is available from the Tunbridge Wells Borough Council website available at Make a complaint (tunbridgewells.gov.uk).

Confidentiality

All information regarding rent arrears and personal information will be treated in the All information regarding rent arrears and personal information will be treated in the strictest confidence, in line with the Data Protection Act, UK GDPR regulations and the Council's data retention policies.

Equal Opportunities

Tunbridge Wells 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. The Council is committed to equal opportunities and will endeavour to ensure that the Temporary Accommodation Recharge Procedure is in line with our Equality and Diversity policy.

The Housing Options Manager will review this procedure annually to ensure that it reflects the ethos of the Council and remains relevant to the operational duties of the Accommodation Team.

Related Documents

- Temporary Accommodation Licence Agreement
- Temporary Accommodation Policy (Published 2024)
- Temporary Accommodation Handbook
- The Housing Act (1996)
- Homeless Reduction Act (2017)
- Equalities Act (2010)
- Tunbridge Wells Housing Register Allocation Scheme

Appendix

- Equality Impact Assessment