

# Rent Arrears Policy

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## **1. PURPOSE**

- 1.1. This policy outlines Dartford Borough Council's ('the Council') approach to preventing and managing rent arrears.
- 1.2. This policy applies to tenants who have a Secure, Flexible, Introductory and Demoted Tenancy with the Council. The term 'tenant' includes sole and joint tenants. This policy does not apply to Part 7 tenancies and leaseholders.

## **2. INTRODUCTION**

- 2.1. Rental income pays for the services provided to tenants, including tenancy management and repairs to homes. It is therefore vital for rent collection to be maximised through the effective prevention and management of rent arrears.
- 2.2. In order to prevent rent arrears, the Council recognises that it must tackle the underlying causal factors. Some of the most common reasons for rent arrears are listed below:
  - Welfare benefit issues
  - Loss of income due to changes in personal circumstances (e.g. illness, bereavement or relationship breakdown, increase in number of dependants)
  - Low income (e.g. due to unemployment, low paid work or low take-up of benefit) and changes in income
  - Multiple debts and competing priorities
  - Difficulty in managing finances
- 2.3. Universal Credit which replaces a range of benefits, including Housing Benefit; is paid to tenants as a single monthly household payment made directly to the tenant five weeks in arrears and claimed online.
- 2.4. Universal Credit places the responsibility for the payment of rent onto the tenant as the housing cost element of Universal Credit that pays the rent has to be repaid to the Council by the tenant. This process has resulted in an inevitable increase in rent arrears.
- 2.5. The coronavirus pandemic has had far reaching consequences on everyone's lives. This has led to restrictions on personal activities, including requiring people to stay at home, which has had serious impacts on the economy, jobs and businesses. This global health crisis will inevitably have a bearing on tenants' ability to pay their rent if they have suffered bereavement, are sick or caring for others, or have incurred a loss of income or employment.
- 2.6. The Council recognises that the above circumstances means adapting the way it works to respond to these challenges and changes. The ultimate aim is to as far as possible; sustain tenancies by offering support and understanding to tenants who may be experiencing their income fluctuating, while at the same time protecting the Council's income stream and its ability to manage and maintain the housing stock.

### 3. LEGISLATION, PROTOCOLS AND GUIDANCE

#### 3.1. Legislation

- Housing Act 1985
- Housing Act 1996
- Protection from Eviction Act 1977
- Welfare Reform Act 2012
- Homelessness Reduction Act 2017
- Equality Act 2010
- Human Rights Act 1998
- Data Protection Act 2018
- Coronavirus Act 2020

#### 3.2. Protocols

- Pre-Action Protocol for Possession Claims by Social Landlords (Ministry of Justice)

#### 3.3. Guidance

- Universal Credit and rented housing: guide for landlords (Department for Work and Pensions)
- COVID-19 and renting: guidance for landlords, tenants and local authorities (Ministry of Housing, Communities & Local Government)
- Understanding the possession action process: A guide for social landlords in England and Wales (Ministry of Housing, Communities & Local Government)

#### 3.4. Dartford Borough Council Guidance

- **Allocations Policy** – explains the criteria and procedures the Council uses to prioritise applicants for housing. Applicants will not normally qualify to join the housing register and will be placed in Band E if they owe arrears of rent or other accommodation charges in respect of the current tenancy or former accommodation. Applicants may be suspended from the housing register if they owe debt to the Council that has accumulated whilst on the register.
- **Vulnerable Adults' Housing Policy** – explains how vulnerable people who access the Housing Service are identified; the safeguards in place and the support provided to them.
- **Tenancy Policy** – explains how flexible tenancies are issued to new Council tenants. The decision to not renew a flexible tenancy or to end a flexible tenancy can include for reasons of rent arrears.
- **Demoted Tenancy Policy** – explains the process the Council follows to demote a tenancy and the process to end a demoted tenancy, which can include for reasons of rent arrears.
- **Anti-Social Behaviour Policy** – explains the action the Council takes to tackle anti-social behaviour (ASB). If the Council is taking possession proceedings for ASB it can, if applicable, also include grounds for rent arrears.

- **Homelessness and Rough Sleeper Strategy** – explains how the Council proactively prevents homelessness and rough sleeping in the borough. The Housing Management Rents Team will refer tenants at risk of possession proceedings due to rent arrears to the Housing Solutions Team
- **Equality & Diversity Document Framework** – explains how the Council complies with the Equality Act 2010. This policy has been subject to a Customer Access Review to assess the impact the policy will have on tenants with protected characteristics

## 4. AIMS AND OBJECTIVES

- 4.1. The overall objective of this policy is to minimise the level of rent arrears by preventing problems in paying rent.

To achieve this, the Council aims to:

- Ensure all tenants are aware of their responsibility to pay their rent
- Promote and offer a wide variety of payment options
- Promote a payment culture among tenants
- Enable tenants to maximise their income
- Offer advice and support to tenants to reduce rent arrears
- Ensure all communications are clear, customer friendly and encourage contact
- Monitor levels of rent arrears and have early intervention mechanisms in place to prevent arrears accruing further
- Take appropriate and proportionate action in accordance with the level of rent arrears
- Sustain tenancies and prevent homelessness by taking eviction action as an absolute last resort and only when all other options have been exhausted.

- 4.2. The Council will treat tenants who are in rent arrears fairly, sensitively and sympathetically, while at the same time taking a firm approach to ensure that rent owed is collected.

## 5. COUNCIL RESPONSIBILITIES

- 5.1. The Council may alter rent charges from time to time and this is reviewed each year in line with Government policy. Any change will take place from the first Monday in April each year and the Council will give tenants a minimum of four weeks' notice.

- 5.2. The Council also has the discretion to offer additional services, which have to be paid for as part of rent or additional service charges, which have to be agreed by the Housing Manager. However, tenants will be consulted before new services are introduced and are given an opportunity to end their tenancy before the new services and charges are introduced.

- 5.3. The Council aims to ensure that tenants are able to pay their rent as easily as possible, in a way that suits them and their lifestyle. The Council does this by providing a range of different payment options, which take into account today's technology but also provide more traditional payment options. These options include:
- Direct debit or standing order
  - Over the phone by Switch, Visa Debit, MasterCard, Visa, Electron or Solo
  - Online by debit or credit card using the Council's website
  - By post (by sending a cheque or postal order)
  - Electronic Payment Card (Swipe Card), which can be used at Payzone or the Post Office
  - By Touch Tone (automated payment service available 24 hours a day, 7 days a week)
  - At the Council's Civic Centre cash machine.
- 5.4. If the Council is aware that a tenant has difficulty in reading or understanding information given regarding their rent account and arrears, reasonable steps will be taken to ensure that the tenant understands any information given. This may include carrying out additional home visits and signposting to appropriate advocacy and support services. The Council will also provide translation and interpreting services, and information in alternative formats in accordance with the Council's Equality & Diversity Document Framework.
- 5.5. In delivering this policy, the Council adheres to the Pre-Action Protocol for Possession Claims by Social Landlords, which aims to:
- Encourage more pre-action contact and exchange of information between landlords and tenants
  - If possible, enable landlords and tenants to avoid litigation and settle disputes out of court
  - If court proceedings are necessary, enable an effective use of court's time and resources.

## **6. TENANT RESPONSIBILITIES**

- 6.1. All Council tenants sign a tenancy agreement, which is a legal document that contains the terms and conditions of the tenancy. The tenancy agreement includes a condition on the tenant to pay rent on time:

*Tenancy agreement condition 2.1: 'Rent must be paid on time. The amount of rent and other charges you initially have to pay for this property are shown on page 1 of this Agreement. The rent is due on Monday of every week, but as long as it is paid in advance you may pay more than one weeks rent at a time. There are some free weeks when no rent is due, and these are usually in April and December. But if you are in arrears with your rent payments you must continue to pay in these weeks'*

- 6.2. Joint tenants are each fully responsible for the payment of rent and any arrears, as set out in the below condition:

*Tenancy agreement condition 2.4: 'Joint tenants are jointly and severally responsible for all the rent and any arrears. We can recover all rent arrears owed from any individual joint tenant. If one joint tenant leaves, the remaining joint tenant or tenants are responsible for any rent that may still be owed'.*

- 6.3. If a tenant is eligible for Housing Benefit or Universal Credit, it is the tenant's responsibility to apply for these benefits. Tenants in receipt of Housing Benefit also have a responsibility to notify the Council of any change in circumstances; and, tenants in receipt of Universal Credit must notify any change in circumstances to the Department for Work and Pensions (DWP). It is especially important for tenants to contact the Council at the earliest opportunity if they are experiencing difficulties. The Housing Management Rents Team can be contacted on [rents@dartford.gov.uk](mailto:rents@dartford.gov.uk) or 01322 343134 to discuss the situation and the options available.

## **7. PREVENTION**

- 7.1. Preventing rent arrears is critically important as rental income is vital to the delivery of the Housing Service. Rent arrears are not only a financial burden to the Council, due to the negative impact they have on the Council's income stream, it has also been calculated that the average cost to the Council of an eviction is £6,000. In addition to this, rent arrears are financially and socially damaging to an individual; as they risk incurring court costs, being unable to obtain credit if they receive a county court judgement and ultimately they risk eviction and the loss of their home with all the trauma that entails.

### **7.2. Pre-sign up stage**

- 7.2.1. Before the sign up stage, the Housing Officer will meet the prospective tenant and advise on the rent payment methods, and if applicable, to apply for Universal Credit or Housing Benefit. The pre-sign up appointment also determines if the prospective tenant has any support needs and is involved with any other agencies.

### **7.3. Sign up stage**

- 7.3.1. After an offer of housing has been accepted, the Housing Officer will meet with the prospective tenant to sign the tenancy agreement and hand over the keys. During this time the Housing Officer will:
- Remind the tenant of their responsibility to pay rent on time and explain the consequences of non-payment.
  - Check with the tenant how and when they will pay their rent and check which payment method will be used
  - If applicable, ensure that the tenant has applied for Housing Benefit or Universal Credit (housing cost element)

### **7.4. Ongoing**

- 7.4.1. The Council is working continually to promote a payment culture among its tenants. It does this by:

- Carrying out periodic rent campaigns, through the use of cards and text messages
- Contacting new tenants after 6 weeks for a rent check-up, if there are any arrears, and providing support with benefit applications and signposting to other organisations to give support if necessary

7.4.2. The Council advertises the range of payment options online. To encourage payment by direct debit there is a free monthly draw to those who pay by this method.

7.4.3. Ensuring that tenants are kept informed of their rent account is important and rent statements are sent by post, quarterly. Rent statements include the rent due, sums received, the running total of any arrears, and any balances held on sub-accounts for court costs and former tenancy arrears. Tenants can also view their rent account online or request copies of statements.

7.4.4. The Council aims to maximise tenant's income by informing them of benefits they are entitled to. With extra income, tenants are more likely to cope when financial difficulty does occur.

## **8. EARLY INTERVENTION**

8.1. In some instances it will not be possible to prevent arrears. However, early intervention helps to identify problems quickly so that appropriate advice and support can be provided as soon as possible. Often, rent arrears are a symptom of underlying problems such as debt, illness or redundancy and if these problems can be addressed, then there is a good chance that rent arrears can be dealt with.

### **8.2. Housing Benefit and Universal Credit**

8.2.1. The Council will work with the tenant to assist in resolving any Housing Benefit or Universal Credit problems.

8.2.2. If a tenant in receipt of Universal Credit is unable to manage their monthly payment, the Council will, where necessary, apply for an Alternative Payment Arrangement, which is a managed payment direct to the Council. Tenants will also be advised they can apply themselves for Alternative Arrangements, which can include:

- more frequent payments where it is identified that a tenant is finding it difficult to budget monthly
- split payments between different members of the household in certain circumstances including, financial abuse where one partner mismanages the Universal Credit payment or where domestic violence is an issue and the couple remain together in the same household, but only one claim to Universal Credit is made.

8.2.3. If a tenant is in arrears with their rent, the Council may apply for rent arrears deductions from their Universal Credit under the Third Party Deduction Scheme.



8.2.4. In some circumstances, if a tenant claiming Housing Benefit or Universal Credit is struggling with their housing costs, and if eligible, the Council will encourage and support the tenant to claim Discretionary Housing Payments to cover any shortfall in rent. These payments are helpful for people who have been affected by the welfare reforms, such as the benefit cap and the removal of the spare room subsidy in the social rented sector.

8.2.5. The Council will make every effort to establish effective ongoing liaison with the Housing Benefit department and the DWP. The Council is a Trusted Provider and signed up to the DWP's Landlord Portal to verify Universal Credit applications and apply for Alternative Payment Arrangements and rent deductions. With the tenant's consent, the Council will make direct contact with the Housing Benefit department or DWP before taking enforcement action.

### 8.3. **Advice and support**

8.3.1. If a tenant requires additional support to resolve difficulties they are having on their ability to pay the rent, a referral may be made to the Council's Housing Inclusion Service. This service takes a holistic and practical approach to resolving problems and preventing homelessness by improving outcomes in a range of areas, including:

- housing options
- managing money, claiming benefits and debt, including rent arrears
- registering with a doctor, or getting help from other services
- accessing education, training or work opportunities.

8.3.2. The Housing Inclusion Service is there to help maximise income, whether this is through knowledge of the benefits system or through access to work. This service also coordinates the Housing Hub that accesses various partner agencies that help to sustain tenancies and to prevent and relieve homelessness.

8.3.3. Bearing in mind that rent arrears may be part of a general debt problem, the Council will also advise tenants to seek assistance from other organisations, such as Citizens Advice and debt advice agencies, as soon as possible.

### 8.4. **Affordable repayment plans**

8.4.1. If the tenant is unable to pay the rent arrears in full, the Council will try to agree affordable sums for the tenant to pay towards the arrears. The agreement will take into account the tenant's ability to pay, which will be based on the disposable income in proportion to the level of the tenant's debt.

8.4.2. The intention is to clear the rent arrears as soon as possible and the minimum position as far as the Council is concerned, will be that an individual's indebtedness to the Council does not worsen.

## **9. VULNERABLE TENANTS**

9.1. Housing Services defines a vulnerable person as:

Anyone over 18 years or aged 16/17 with a guarantor; who needs community care services or an enhanced housing service<sup>1</sup>

9.2. Without support, vulnerable people can be at increased risk of accruing arrears. The Council aims to ensure that tenants receive all the support they need at the earliest stage.

9.3. The Council keeps a record of all tenants who state they are vulnerable, and this is taken into account in communications. The type and style of communication used is decided on a case-by-case basis and home visits can be made where necessary. Housing Scheme Officers will carry out home visits to tenants in housing schemes for older people.

9.4. When a vulnerable tenant is in arrears, the Council will follow its escalation procedure (see Appendix A), but extra visits may be organised. The Housing Officer will also seek to refer the person to the appropriate advice and support organisations.

9.5. The Council may apply for Alternative Payment Arrangements for vulnerable tenants who cannot manage their single monthly payment where they are claiming Universal Credit. The intention is that Advance Payment Arrangements are temporary arrangements and are not permanent. The DWP takes into account numerous factors when making their decision. This can include, for example, addiction problems, mental health issues, learning difficulties, and previous homelessness or rent arrears. A claimant does not have to be in rent arrears to be considered for an Advanced Payment Arrangement.

9.6. If the Council is aware that the tenant is particularly vulnerable, the Council will consider at an early stage:

1. whether or not the tenant has the mental capacity to defend possession proceedings and the extent to which Part 21 of the Civil Procedure Rules applies (children and protected parties);
2. whether or not any issues arise under the Equality Act 2010; and
3. whether or not there is a need for a community care assessment in accordance with the Care Act 2014.

## **10. RENT ARREARS RECOVERY**

10.1. Rent arrears recovery will be based on a staged escalation process (see Appendix A for the process up to the court hearing stage), which can be halted by a tenant choosing to pay rent and agreeing an affordable repayment plan with the Council.

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<sup>1</sup> See Dartford Borough Council's [Vulnerable Adults' Housing Policy](#) for more details

- 10.2. Rent accounts are monitored on a weekly basis and a rent demand letter is sent to all those who have missed one weeks rent. This letter also details agencies that are able to offer financial support.
- 10.3. Escalation of the recovery of rent arrears to possession proceedings will be triggered if:
- the tenant fails to engage with the Council regarding their rent arrears
  - the tenant has not come to an agreement to repay the arrears
  - the tenant has come to an agreement and has not kept to it
  - the tenant fails to provide all the evidence required to process an application for Housing Benefit or Universal Credit (housing cost element), if applicable
  - the arrears are not reducing

*Tenancy agreement condition: 2.2: 'If you do not pay the rent on time we may go to court to get legal permission to end the tenancy and repossess the property, or take other legal steps to recover the arrears'.*

- 10.4. Where a notification is received under the Debt Respite Scheme (Breathing Space), rent arrears recovery action will be halted during the breathing space period.
- 10.5. Possession proceedings will not be started if a tenant, where applicable, can demonstrate they:
- have provided all the evidence required to process a Housing Benefit or Universal Credit (housing costs element) claim
  - there is a reasonable expectation of eligibility of Housing Benefit or Universal Credit (housing costs element)
  - they have paid other sums due that are not covered by Housing Benefit or Universal Credit (housing costs element)
- 10.6. The Coronavirus Act 2020 currently provides protection to Secure, Flexible, Introductory and Demoted tenants by delaying when landlords can start possession proceedings. The temporary changes to possession proceedings are referred to in section 10.8.5 of this policy.
- 10.7. The Council will NOT seize an individual's goods or possessions as a means of collecting debt.
- 10.8. **Statutory notice**
- 10.8.1. Before any possession action is taken, the tenant will be contacted by letter to warn that a statutory notice will be served setting out the Council's intention to seek possession of the property.
- 10.8.2. If after one week of receiving the warning letter the tenant fails to make a repayment or pay the rent, the tenant will be contacted by telephone and given one final opportunity to come to an arrangement. If no arrangement or repayment is made, the statutory notice will be served one week later.

- 10.8.3. The Council will serve either a 'Notice Seeking Possession' (for a Secure or Flexible tenancy), a 'Notice of Proceedings for Possession' (for an Introductory tenancy) or a 'Notice of Possession Proceedings' (for a Demoted Tenancy<sup>2</sup>).
- 10.8.4. Each notice will explain why the Council is seeking to repossess a home and will give a date after which court proceedings will take place. The notice also advises tenants to contact agencies that are able to offer support and/or representation in court, including the Citizen's Advice Bureau, Solicitors and the Housing Aid Centre.
- 10.8.5. The notice period is the time from when the notice is served to when the Council can issue a claim to the court for a possession order. The Coronavirus Act 2020 has made temporary changes to the notice periods. The below table explains the notice periods depending on when the notice has been served (i.e. before the Coronavirus Act 2020 came into force and after).

#### **NOTICE PERIOD LENGTHS FOR RENT ARREARS**

<b>When the notice is served</b>	<b>Type of tenancy</b>	<b>Required notice period</b>
Pre-coronavirus Act 2020 notice period: Until 26 March 2020	Secure Flexible Introductory Demoted	Four weeks
Modified notice period: 26 March 2020 to 28 August 2020	Secure Flexible Introductory Demoted	Three months
Modified notice period: 29 August 2020 to 31 May 2021	Secure Flexible	Four weeks – where at least six months' rent is unpaid  Six months – where less than six months' rent is unpaid
Modified notice period: From 1 June 2021	Secure Flexible	Four weeks – where rent arrears are at least four months and no other ground is specified (apart from ground 2)  Two months where rent arrears are less than four months
Modified notice period: 29 August 2020 to 31 May 2021	Introductory Demoted	Six months
Modified notice period: From 1 June 2021	Introductory Demoted	Where the landlord has provided a rent arrears reason: If at least four months' rent is unpaid, four weeks  If less than four months' rent is unpaid, two months

<sup>2</sup> See Dartford Borough Council's [Demoted Tenancy Policy](#) for more details on the procedure for Demoted tenants

- 10.8.6. All Introductory and Demoted tenants have an opportunity to have an independent review following their notice prior to the Council's decision to take court action. A review application and leaflet explaining the review process is included within the notice.
- 10.8.7. After the service of a notice, and before the issue of proceedings, the Council will make reasonable attempts to contact the tenant to discuss the arrears, the cause of the arrears, as well as the Housing Benefit or Universal Credit position (if applicable). There will be at least 3 contacts made for 4 week notices, 4 contacts made for 2 month notices, 6 contacts made for 3 month notices, and 11 contacts made for 6 month notices. The type of contact made with the tenant may include letters, telephone calls and home visits.
- 10.8.8. If the tenant makes an agreement to pay the current rent and a reasonable amount towards the arrears, the Council will postpone issuing court proceedings for so long as the tenant keeps to such agreement. If the tenant fails to make an agreement or ceases to comply with such an agreement, the Council will send a letter warning of court action. The Council can apply to court within a year of the date specified in the notice as being the date after which possession proceedings may be begun.
- 10.8.9. Following the warning of court action letter, a pre-court appointment letter is sent followed by a home visit and a further phone call with the tenant before the Senior Housing Officer reviews the case and court proceedings are approved. When court proceedings are approved, the tenant will be provided with a copy of the Pre-Action Protocol for Possession Claims by Social Landlords.
- 10.9. **Claim for possession**
- 10.9.1. When making a claim for possession to the court, the Council will include with the claim a notice confirming and setting out how it has complied with the Pre-Action Protocol for Possession Claims by Social Landlords. The Council will also include a notice setting out how the tenant and any dependants have been affected by the coronavirus pandemic. The tenant can choose to mark the claim as a COVID-19 case when completing their defence form. To do so, the tenant would need to provide brief details in the defence form of any hardship they have faced during the coronavirus pandemic and return this form to the court. If a tenant has marked their claim as a COVID-19 case, the Council will take this into consideration when deciding to proceed.
- 10.10. **Review**
- 10.10.1. A review hearing will be allocated at least 28 days before the possession hearing. At the review, the court file will be reviewed and the case considered. The review is the opportunity for the tenant to obtain free legal advice with the court duty solicitor. A Housing Officer will be available on the review date to discuss the case with the tenant/adviser and where possible, reach a settlement with them without the case progressing to a substantive hearing.

10.10.2. An Order may be made if an agreement has been reached between the Council and the tenant. If an agreement has not been reached and the paperwork is in order, an Order may be made setting out the steps to be taken by the Council and the tenant, to provide the court and each other with the evidence and information necessary to allow the substantive hearing to take place. However, the substantive hearing could also be adjourned or the case dismissed if it is felt that adequate information has not been provided to the court or that the relevant legal requirements have not been met. The tenant or the Council may also consider, where appropriate, whether to make use of an independent Rental Mediation Service, which is being funded by the Government as part of its work with the judiciary on new court arrangements to support all parties in response to the coronavirus pandemic.

#### 10.11. **Substantive hearing**

10.11.1. The substantive hearing will be at least 28 days after the review. Under the current circumstances during the coronavirus pandemic, cases with extreme alleged arrears accrued, that is, arrears equal to at least 12 months' rent will be listed by the court as a priority.

10.11.2. In advance of the hearing, a Housing Officer will carry out a Court Welfare Appointment to assess the tenant's income and expenditure and discuss arrangements to pay back the arrears. A second Court Welfare Appointment is arranged if the tenant misses the first appointment. If the tenant does not attend either appointment, Council will apply for an Outright Possession Order (see 10.11.5). The tenant will be provided with up to date rent statements and will be advised of the terms of the order that will be applied for and the importance of attending the hearing.

10.11.3. The Council will only adjourn court proceedings if the amount of arrears when reaching court has reduced to a level that would not warrant seeking possession and the Council will then adjourn on the terms of the agreement. If the tenant does not comply, court proceedings will be restored.

10.11.4. Not later than 10 days before the court date, witness statements and the court date details will be hand delivered to the tenant along with up-to-date rent statements and, if applicable, information known on the tenants Housing Benefit or Universal Credit (housing cost element).

10.11.5. At the hearing, there are different types of possession orders the court can grant:

- **Outright Possession Order** – requires the tenant to leave the property by a date specified in the order. If the tenant has not left the property by the specified date, the Council can apply to issue a warrant of possession under which the court bailiff will carry out an eviction.
- **Suspended Possession Order** – specifies a date for possession, but it also sets out conditions which the tenant must abide by (e.g. to pay rent plus repayments). If the tenant does not keep to the conditions, the Council can apply to issue a warrant of possession under which the court bailiff will carry out an eviction.

- **Money Judgement Order** – in the majority of cases the Council will also request a Money Judgment Order, which specifies that the tenant has to pay the rent arrears regardless of whether they are evicted.

10.11.6. Whatever the result of proceedings, all tenants agree in their tenancy agreement to cover the cost of court costs:

*Tenancy agreement condition 2.3: 'If we go to court – either to enforce the terms of this Agreement or to defend proceedings brought against the Council by you, reasonable legal costs and expenses incurred (including VAT) may be charged to you, unless the court orders otherwise'.*

## 10.12. **Eviction**

- 10.12.1. The Council will take legal action to evict a tenant, but only as the last resort and where all other means of recovery of rent arrears have been exhausted.
- 10.12.2. When taking eviction action, the Council will keep tenants informed at each stage of the eviction process.
- 10.12.3. Under the Homelessness Reduction Act 2017, the Housing Management Rents Team will refer tenants (with their consent), to the Housing Solutions Team, if they are threatened with homelessness due to proceedings for possession of the tenants home that could lead to their eviction. The aim is to ensure that the tenant is receiving appropriate advice and assistance in the homelessness application process. Where there are children under the age of 18 in the household, or where there is a reason to believe that a member of the household is vulnerable, Social Services will be notified.
- 10.12.4. The Housing Management Rents team will also refer complex cases that are becoming at risk of homelessness to the Complex Case Panel. This is joint panel between the Housing Management and Housing Solutions Teams that meets monthly to work together to put in place plans for households at risk of homelessness.
- 10.12.5. When the court has agreed an eviction, the court will notify the tenant by letter of the eviction date. The Council will also send a letter to the tenant outlining the eviction date and time, the amount of money they still owe and information about emergency accommodation and storage facilities. Tenants are then required to make their own arrangements to access these services. Possessions will be stored for one month. The letter also states that the tenant has the right to apply to the County Court for a Stay Hearing, which allows a temporary suspension of a court judgment.
- 10.12.6. On the day of eviction, the bailiff will execute the warrant for eviction, ensuring that the occupants leave the property.

*Tenancy agreement condition 6.4: 'You should ensure that you take all your belongings with you when you leave the property. You will be responsible for meeting all reasonable removal and/or storage charges when items are left in the property. We will remove and store them for a maximum of one month and will notify you that we have done so by writing your last known address. If the items are not collected within one month, we may dispose of the items and you will be liable for the reasonable costs of disposal'.*

- 10.12.7. To manage the coronavirus pandemic, national or local lockdown restrictions have been introduced by the government where this placed restrictions on bailiffs' entering premises to carry out evictions. These restrictions were lifted on 31 May 2021 in England. Notice of eviction appointments will be scheduled with a minimum of 14 days' notice. However, bailiffs should not carry out an eviction if they are made aware that the tenant or anyone they live with has coronavirus symptoms, has tested positive for COVID-19 or are waiting for a test result, or has been instructed by the NHS to self-isolate (including if the tenant or other occupants are self-isolating after returning from an amber list country). The appointment will be rescheduled for a later date with a minimum of 14 days' notice.
- 10.12.8. Where the Council has been unable to proceed to enforcement of an eviction due to restrictions introduced as a result of the response to the coronavirus pandemic and the warrant has subsequently expired, the Council will consider making an application to the court to 'extend the life of the warrant for a further 12 months as it expired due to Covid19'.

## **11. FORMER TENANT ARREARS**

- 11.1. Once a tenant has been evicted from the property, any rent owed is still repayable to the Council. If they become a tenant of another Council property, the debt owed will be taken out of the weekly rent on that property. The Council will take all reasonable and practical measures to recover debt. Debt will only be written off when a person's circumstances make it inappropriate to do so, or where it is uneconomic to pursue recovery of the arrears.

*Tenancy agreement condition 2.8 'If you move to become the tenant of another Council-owned dwelling, we will use the payments subsequently made by you to pay off any debts you owe us, which relate to rent or occupation charges at the previous property or properties (former tenant arrears) in preference to rent due under the new tenancy'.*

*Tenancy agreement condition 2.9: 'If we owe you money, such as a compensation or home loss payment, this will be used towards the rent of the new tenancy or the reduction of any other debts (apart from housing benefit or council tax benefit) related to your home, such as recharges'.*



## **12. EQUALITY AND DIVERSITY**

- 12.1. The Council is committed to welcoming and valuing diversity, promoting equality of opportunity and tackling unlawful discrimination in accordance with the Equality Act 2010. The Council, in delivering this policy, will ensure that no individual is discriminated against based on their sex, sexual orientation, marital status, pregnancy and maternity, gender reassignment, race, religion, belief, disability or age.

## **13. DISPUTE RESOLUTION**

- 13.1. If the tenant is disputing their rent arrears, this should be discussed with the Council as soon as possible. The Council aims to resolve any disputes quickly and without recourse to litigation. In order to resolve any issues raised, the tenant will be provided with sufficient information to confirm the rent due, payments made and any outstanding arrears.

## **14. COMPLAINTS**

- 14.1. Any tenant who is not satisfied with the way in which the Council has dealt with the service they have received regarding the management of rent arrears can follow the Council's [Corporate Complaints Procedure](#). Complaints leaflets are also available from the Council offices.

## **15. MONITORING**

- 15.1. Rent arrears are monitored on a weekly basis and data is analysed in terms of the value of arrears, geographical area and tenure in order to inform the way that the Council tackles rent arrears. The Council uses a number of indicators to measure rent arrears, as indicated below:

- HPI-1: Rent Collection and Arrears Recovery – rents collected as a proportion of rents owed
- HPI-2.1: Amount of rent arrears as a percentage of debit
- HPI-24: No: of rent related NOSPs
- HPI-46: Percentage of Tenants with rent arrears of 7 weeks or more

- 15.2. The Council also compares its service alongside other authorities, such as through HouseMark returns.

## **16. DATA PROTECTION**

- 16.1. The Data Protection Act 2018 regulates the processing of information relating to individuals, which includes the obtaining, holding, using or disclosing of such information.

The Council needs to collect and use certain types of information about its tenants in order to carry out its everyday business and to fulfil its objectives and its statutory functions.

The Council's:

- [Data Protection Policy](#) sets out how it will protect special category and criminal convictions personal data; and
- [Housing Services \(Landlord and Tenant\) Privacy Notice](#) explains that the Council collects personal information to administer its housing (landlord and tenant) services.

## **17. REVIEW**

- 17.1. The ultimate ambition is to transition out of the temporary measures introduced by the Coronavirus Act 2020. During this time, this policy will be kept under continuous review and will be updated as and when there are further changes to legislation and guidance. The policy will then be reviewed every three years.

## APPENDIX A – RENT ARREARS ESCALATION PROCEDURE

