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<b>Appendix</b>	Appendix 1 – Introductory Tenancy Process Map Appendix 2 – Secure Tenancy Process Map Appendix 3 – Garage & Parking Space Tenancy Process Map
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# Income Management Team

# Rent Arrears Policy

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## SECTION 1 – INTRODUCTION

### 1.1 Purpose

- a) The Rent Arrears Policy is designed to outline the responsibilities of the Income Management Team in the collection of rent and service charges from Leicester City Council tenants. The policy has considered best practice and Income maximisation service for both tenants and the Council. The policy seeks to emphasise the ethos of working effectively and efficiently to ultimately sustain tenancies.
- b) Whilst sustaining tenancies is always a top priority, at times tenancies may lead to failure and to prevent this, the policy recognises and provides a process that evidences everything possible will be explored to avoid rent arrears from escalating and legal actions being taken against tenancies. The Council approach will remain focussed on preventative action and early intervention to prevent the initial accrual of rent arrears. We will provide a wide range of payment options suitable to our tenants and, to maximise collection rates whilst ensuring that we can sustain tenancies and support the most vulnerable.
- c) We will strive to keep the level of rent arrears to an absolute minimum in order to maximise rental income in the best interest of tenants and Leicester City Council. The efficient collection of rent and service charges enables us to invest in the maintenance of Council homes.
- d) We will adopt a robust approach in recovering rent arrears; but we recognise that household's circumstances do change and, any recovery action will reflect this, including changes of circumstances and loss/change of income due to welfare reform. We will only use eviction as a last resort and will work with our Housing Options Team to manage the impact on any households evicted.
- e) The Policy provides guidance on the management of new and prospective tenants that have been offered accommodation by the Council.
- f) This document must be read in conjunction with Leicester City Councils Debt Policy which is available online <https://www.leicester.gov.uk/media/tlqpxq5a/debt-policy-2021.pdf>.

### 1.2 Reference of Terms

- a) For the purpose of this policy the term “Council” refers to Leicester City Council. The term “Tenant” refers to a Leicester City Council tenant which includes joint tenancy holders. Any references to “we” or “team” refer to the Income Management Team. References to ‘Policy’ refers to the Rent Arrears Policy.

### 1.3 Scope

- a) The policy applies to all Leicester City Council tenants where they have signed a tenancy agreement with the Council, agreed to the conditions of tenancy and have an obligation to pay rent and service charges.
- b) All parts of the Income Management Team (IMT) based within the Housing Division and who specialise in the collection of rent and service charges from all Council tenants.

- c) All other areas of the Housing Division and any organisations and stakeholders that work in partnership with the team.
- d) The policy covers Rent Arrears for Introductory and Secure tenants, Garage and Parking Space holders.

#### **1.4 Legislation**

- a) The Housing Act 1985 as amended by the Housing Act 1996 (Part 5) requires all tenants, by law, to pay rent to their landlord and provides guidance to landlords on their rights to collect unpaid debt.
- b) The Welfare Reform Act 2012 made a significant change to the welfare benefit system. It introduced new benefits which meant the team are responsible for acquiring the relevant knowledge and information required in order to best support Council tenants.
- c) New regulations came into force in May 2021 which introduced the Debt Respite Scheme which is also known as the Breathing Space Moratorium. This scheme aims to help people in debt problems manage their finances and seek professional debt advice. The team work jointly with local debt advice partners who can help provide support with debts.
- d) This policy will assist the team to adhere to the relevant legislation and ensure they are acting in a fair and consistent way when collecting rent and any associated service charges.

#### **1.5 Equalities Statement**

- a) The Council has a statutory duty to eliminate unlawful discrimination, advance equality of opportunity and foster good relations, as set out in Section 149(1) of the Equality Act 2010.
- b) Acting in accordance with this Policy will help to ensure that the collection of sums due is conducted in a consistent and objective manner that will reduce the risk of inadvertent discrimination against persons with protected characteristics. It will also ensure that debt collection and recovery is delivered in an equally accessible manner to all members of the community.
- c) We will promote equality of opportunity by publishing information in other formats such as large print, audio, and Braille where the need has been identified. We encourage the use of English as Leicester City's main language but will make sure where tenants may be put at a significant disadvantage without a specific piece of information, it will be provided in a suitable format for them. We have an in-house service to provide language and translation service. We will work to manage rent arrears fairly and recognise that there are some tenants who will need a more sensitive service and those tenants will be treated in accordance with their needs.

## 1.6 Confidentiality Statement

- a) All information held by Council in regard to tenants, tenancy information and personal information will be dealt with in a secure and confidential manner. Any information held will not be disclosed to any third-party, except where:
- The team are satisfied that the tenant has given consent (verbal or written) for any information held by Council to be shared with a third party.
  - The team are required to disclose information under the following legislation General Data Protection Regulation (GDPR), UK GDPR (UK GDPR) and Data Protection Act 2018 (DPA18).
  - There is another lawful requirement by law to disclose this information.

For more information regarding how Council uses any tenants personal data please see the privacy notice on the Council website <https://www.leicester.gov.uk/your-council/how-we-work/our-website/privacy/>.

## SECTION 2 – OVERVIEW

### 2.1 Rent Setting

- a) Rent and service charges are reviewed each year in line with Government policy, any change will take place from April and the Council will give a minimum of four weeks' notice for any changes.

### 2.2 Conditions of Tenancy and Tenant Responsibility

- a) We take rent arrears very seriously and we expect all our tenants to pay rent in a timely manner and a week in advance and this is an important part of tenants Conditions of Tenancy (CoT). Council tenant(s) sign a tenancy agreement and have an obligation to pay their rent on time as per CoT. However, we recognise that occasionally tenants may have financial difficulties and be unable to pay the rent due. In these cases, our service aim is to be 'firm but fair' and provide all tenants in rent arrears with basic money advice and offer affordable repayment plans, taking into consideration how they receive their income.
- b) We will provide tenants with detailed rent statements on a quarterly basis or, printed balances will be available on request or to view on the Housing Online Service.
- c) If tenants are unable to pay debts in full when they become due, they must contact the team at the earliest opportunity. The team can be contacted in a number of ways, these are listed below.
  - **Telephone:** 0116 454 1007.
  - **Email:** [incomemanagement@leicester.gov.uk](mailto:incomemanagement@leicester.gov.uk).
  - **By Letter To:** Leicester City Council, Income Management Team, City Hall, 115 Charles Street, Leicester LE1 1FZ.
- d) Where further information is required (i.e. an income / expenditure assessment) tenants must provide accurate, up-to-date, and honest details.
- e) If tenants are unable to pay debts immediately and in full, they must arrange a repayment plan with the team at the earliest opportunity. Prompt action when arrears are small is essential. Personal contact with the team is important at the earliest possible opportunity. Tenants must consider building an effective relationship with the team so they can help identify any issues and offer help and support to avoid matters getting worse.
- f) If tenant has defaulted a payment, in full or in part, this must be discussed with the team urgently and options explored for alternative arrangements to clear arrears.
- g) Tenants will be required to actively work with the team to resolve their arrears situation, and whilst eviction will be considered as an absolute last resort, failure to take steps to deal with rent arrears may result in possession proceedings and subsequent actions leading into the loss of the home.
- h) In households with single tenancy agreements but who are married, cohabiting, or have joint care of dependent children that are resident at the tenancy address, we

will always encourage the tenant to keep other interested parties within the household informed of any legal action in connection with rent arrears.

### 2.3 Team Objectives

- a) We are committed to providing excellent customer care and we will always aim to get things first time right. We will listen to tenants so we can better understand their needs, be polite, professional, and helpful. We aim to treat every tenant fairly and with respect. We intend to keep all tenants informed on their rent account situation and aim to deal with any enquiries fully providing rationale behind decisions. The team will welcome any feedback in the improvement of services and will regularly contact tenants to obtain feedback on the level of service received.
- b) Essential to the early identification of non-payment of rent is an effective rent accounting system. The team use a fully integrated Revenue Accounting system which maintains a payment history for each tenant and is simple to update each stage of any action. The team are able to provide timely, accurate and updated information to enable tenants to manage their rent accounts including providing a Housing Online Service.
- c) The team firmly believe tenants should have access to independent advice and tenants will be advised in letters and encouraged at interviews to seek independent advice. The team will consider making referrals and signposting tenants to specialist agencies where appropriate. If tenants need any debt or financial advice, please consider contacting agencies below.

<b>The Money Advice Service</b>
Telephone: 0800 138 7777
Website: <a href="https://www.moneyadviceservice.org.uk/en">https://www.moneyadviceservice.org.uk/en</a>

<b>Leicester Citizens Advice Bureau</b>
Telephone: 0808 278 7970
Website: <a href="https://citizensadviceleicestershire.org/">https://citizensadviceleicestershire.org/</a>
Office Address: York House, Granby St, Leicester LE1 6FB

<b>Community Advice and Law Service</b>
Telephone: 0116 242 1120
Website: <a href="http://www.cals.uk.net">www.cals.uk.net</a>
Office Address: First Floor, Epic House, Charles St, Leicester LE1 3SH

- d)** The team will ensure all legal statutory requirements are met and any possession action is pursued only when appropriate to do so after all avenues of help and support to help sustain tenancies have been exhausted. The team will consider a multi-agency meeting where appropriate to help explore options to prevent homelessness and to devise action plans. The team will assess any risks and identify how these can be managed and find solutions to tenant issues. Tenants will be invited and encouraged to participate and work with nominated agencies to resolve issues that are causing a risk to their tenancy and potential loss of their home.
- e)** The team will at all times ensure that enforcement action undertaken in rent arrears cases will conform to the requirements of the Pre-Action Protocol for Possession Claims by Social Landlords as set by the Ministry of Justice. The Council recognises that it's in the interests of both the landlord and tenant, to ensure that rent is paid promptly and to ensure any difficulties are resolved wherever possible without the need for court proceedings. We will only start legal action as a last resort where all efforts to reach an agreement and to provide support and advice are exhausted and the tenants debt is not reducing
- f)** The team aim to provide information to tenants in understandable formats and communicating appropriately in ways that tenant(s) can understand the actions being taken against them. The team endeavour to consider any reasonable adjustments, literacy issues and understanding of written information when provided to them. The team will adopt a sensitive approach and support the most vulnerable adapting communication styles as appropriate for tenants where required.
- g)** We will consider and identify tenants who are particularly vulnerable and any issues affecting tenant's mental capacity or, any issues arising under the Equality Act or any need for a Community Care Assessment. This will be equally crucial at the point of any legal proceedings and checking tenants understanding of the impending actions. Where necessary we will encourage applications for the appointment of a litigation friend or appointeeship.
- h)** The council are committed to sustaining tenancies and commit to exploring all options prior to taking any court action and when recovering monies owed to the Council. This includes transferring credits between a rent account and a sub-account to offset debts owed by a tenant. Any remaining credit can be refunded to the tenant upon request.
- i)** The team will offer tenants flexible payment methods and repayment options to clear rent arrears when there are circumstances that affect tenants ability to pay their rent.
- j)** The team will issue tenants with a quarterly rent statement and write to tenants if their rent account is in arrears.
- k)** All interviews at a tenant's home or in an office will be sensitive and non-threatening. They will take place in privacy and be confidential. For interviews in the home, the team will introduce and identify themselves with Council identity cards.
- l)** For joint tenancy holders, the team will address all letters to all tenants named on the tenancy agreement. The team will at times make agreements and hold interviews with any tenant who appears to be acting on behalf of all parties in the Tenancy Agreement. Joint tenants will be made aware that they have a joint responsibility for rent arrears repayment. The council will recover from either tenant due to the joint liability.



- m) The team will make safeguarding referrals to Social Care for example, Adult Social Care and Children's & Young Peoples Services where there is pending eviction actions against a family or individual. The team will also make referrals to the Housing Options team regarding any potential homelessness.
- n) We may use analytical and predictive techniques on the data we have on our tenants to implement a variety of collection strategies.

#### **2.4 Paying Rent**

- a) The Council promote various methods that can be used to pay rent for example, standing order, direct debit, using a credit / debit card. The team encourage payments to be made in a timely manner and a full list of payment options is available on the Council website or upon request.
- b) Tenants can now register for the Housing Online Service by visiting [Leicester.gov.uk/housing](http://Leicester.gov.uk/housing). This will allow tenants to make a rent payment, report a repair, manage rent account, view and update contact details and view rent statements.
- c) We will try to work with the tenant to resolve any arrears which are as a result of a problems in claiming benefits for example, Housing Benefit or Universal Credit. We may also pursue other options, including applying for Alternative Payment Arrangements and/or direct deductions from benefits where we believe the tenants will benefit from this due to vulnerabilities and to prevent rent arrears from accruing on the account.

## **SECTION 3 – PROSPECTIVE / NEW TENANTS**

### **3.1 Prospective Tenants**

- a) All prospective tenants that have accepted an offer of accommodation with the Council will be required to have a Pre-Tenancy Interview (PTI) with a member of the team.
- b) The interview verifies applicant's eligibility for Social Housing as per the Allocations Policy (available to view on the Council website).
- c) At the interview advice will be provided around the importance of paying rent in a timely manner and on Welfare Benefits and maximising income. We will conduct an affordability assessment to ensure prospective tenants who may be at risk of financial difficulties are offered appropriate advice and are referred for specialist support.
- d) We will provide Welfare Benefit advice to ensure the correct benefit entitlements are in place and refer for specialist support if necessary and tailoring our service to meet the needs of the prospective new tenant.

### **3.2 New Tenants**

- a) All new tenants that exchange contracts with the Council will be required to set up a mandatory Direct Debit for rent payments wherever applicable.
- b) The tenant will be expected to pay the first week's rent when they attend the Exchange of Contracts. If the tenant is experiencing difficulties to meet the first weeks rent payment an alternative suitable arrangement can be considered and negotiated.
- c) Tenants will be supported with referrals to specialist supporting agencies where appropriate. Referrals to the Rent Management Advisors based within the team also be considered for help with Welfare Benefits.
- d) Details will be provided on the different payment options available and advice will be provided on the consequences of non-payment.
- e) The team will encourage tenants to resolve any benefit related issues promptly and offer advice and support in reporting changes or in making new claims.

## SECTION 4 – WELFARE BENEFITS

### 4.1 Benefit Entitlement

- a) The team aim to provide an income maximisation service to all tenants. This includes carrying out benefit calculations to establish entitlements, help making claims for benefit and carrying out effective liaison between tenant and benefit departments to resolve claim disputes.
- b) The team will foster and promote effective relationships between the various Government agencies i.e. Housing Benefit and Department for Work & Pensions (DWP), to encourage timely resolutions to tenant benefit claim and queries.
- c) The team will be ensuring a consistent approach is taken in supporting tenants with Welfare Reform related cases and that they are kept updated on changes to the benefit system so they can best advise tenants. The team will notify tenants if there is any cancellation or suspension of their welfare benefits and work with tenants to resolve any issues in relation to benefit claims.
- d) Where necessary the council will encourage tenants to provide all the evidence required to support a claim for benefit to prevent the accrual of rent arrears. We will ensure the tenant is fully informed that is it their responsibility to provide the necessary documentation in relation to their benefit claims and, to advise the relevant benefit agency on any changes to their financial or household Income status.
- e) Where further specialist support is required the team will make the appropriate referrals for the tenant to receive support. The Rent Management Advisors that operate within the team are specially trained in supporting tenants with Universal Credit and other Welfare Benefit queries and claims. For those tenants that need help a referral will be made for this type of specialist support.
- f) When requested by the Department for Works & Pensions, the team will confirm Housing Costs for Universal Credit and will always aim to do this in a timely manner to prevent any delays in tenants benefit claims.
- g) Possession and court action will not be considered if there is clear evidence there are delays in Welfare Benefit claims or awards. It's important for tenants to speak to the team if this is the case so this information can be updated on tenants rent account. If any court action had already started this will be put on hold until the benefit issues are resolved.

## SECTION 5 – INTRODUCTORY TENANCY

### 5.1 Introduction

- a) Introductory tenancies were introduced under Part V of the Housing Act 1996 and applies to all Council tenant's during the first twelve months of their tenancy.
- b) A flowchart outlining the process is provided in the appendices (*please see sub-section 8.1 – Appendix 1 – Introductory Tenancy Process Map*).

### 5.2 Procedure

- a) The following procedure will be initiated to recover rent owed to the Council from an Introductory tenant
  - ⇒ First Warning (IFW) – Three Weeks or more Net Rent Due
  - ⇒ Second Warning (ISW) – Four Weeks or more Net Rent Due
  - ⇒ Office Appointment (IAP) – Five weeks or more Net Rent Due
- b) If the tenant clears their rent arrears at any of the above stages then the Introductory procedure may be restarted from the First Warning stage alternatively, the team may use their discretion and decide not to restart the process but issue a more serious action where appropriate. For example, tenants that persistently make irregular rent payments that previously were already served the warning letters.
- c) If rent account remains in arrears then a decision will be made to proceed with the arrears stages and consideration to either serve an extension of the Introductory tenancy period or to end the Introductory tenancy.
- d) Throughout the procedure the team will continue efforts to contact and negotiate a payment agreement with tenants and offer support where needed. The communication will take place in various forms for example, telephone, text, other letters requesting payment and by email. Our advice and efforts to engage with individual tenants will remain persistent to help sustain tenancies and the service will be tailored depending on tenants level of response and engagement with us.
- e) The arrears stages will be put on hold if there is clear evidence of the following;
  - Delays in processing benefit claims
  - Delays in receiving Managed payment from Universal Credit
  - Pending Discretionary Housing Payments
  - If the tenant is owed a breathing space as part of the Debt Respite Scheme, no arrears action will be considered for the agreed moratorium period.

### 5.3 Extending an Introductory Tenancy

- a) An Introductory Notice to Extend will be served under Part V Section 125A of the Housing Act 1996 to any tenant that is six weeks or more in net rent arrears and providing there is a minimum of eight weeks remaining before the anniversary date of the tenancy (i.e. the date in which the IT tenancy becomes a Secure tenancy). A Record of Decision will be completed and approved by a member of management.

- b) The tenant has a right (under Part V section 125B of the Housing Act 1996) to request a Review Panel Hearing on the decision to issue the extension. The tenant must do this in writing within fourteen days of the date of issue of the notice.
- c) A hearing will be arranged for an independent panel of managers to check that the arrears procedure was followed correctly and decide if the extension of tenancy should continue.

#### 5.4 **Ending an Introductory Tenancy**

- a) An Introductory Notice to Terminate (INT) may get served under Part V Section 125 of the Housing Act 1996 for tenants that are six weeks or more in net rent arrears. The possession proceedings must start before the anniversary date of the tenancy. Decisions to serve this notice will be considered and approved by management.
- b) The tenant will have the right to appeal against an INT being served (under Part V section 125B of the Housing Act 1996), the tenant must do this in writing within 14 days from the date notice was issued.
- c) A hearing will be arranged for an independent panel of managers to check that the arrears procedure was followed correctly and decide if the termination of tenancy should continue. The tenant will have an opportunity to represent their circumstances by attending the hearing alone or with a representative.
- d) At this point the team have a duty to notify Housing Options Centre of the potential risk of homelessness and safeguarding referrals will be made to Social Care.

#### 5.5 **Court & Eviction**

- a) Once the notice has expired a court hearing will be arranged for Mandatory Possession to be granted by court. A court fee will be payable by the Council when issuing court paperwork. The fee is payable by the tenant and this in turn will be added to the tenants rent account, currently at the time of writing this policy the one-off fee was £355.00.
- b) Prior to the court hearing for Possession the team will continue efforts to contact tenant using various forms of communication notifying tenant the Councils intention of seeking a Mandatory Possession order and no further right of appeal is possible. They will highlight the risk of losing their home and the next stage of requesting a Warrant for Possession. After hearing evidence presented by the Council and tenant, the Judge may grant the following types of orders.
  - **Possession Forthwith** – Outright Possession on day of hearing plus Money Judgement order for the arrears plus costs.
  - **Possession in XX Days** – Outright Possession in a specific number of days (Usually 14 or 28 Days) plus Money Judgement order for the arrears plus costs.
- c) Once the Mandatory Possession order is granted in court a warrant request would be made at the appropriate time for the final stages of recovering possession of the property. A warrant fee will be payable by the Council when requesting a warrant for eviction, this fee is payable by the tenant and will be added to the tenants rent account. At the time of writing this policy warrant fees stood at £121.00.

## SECTION 6 – SECURE TENANCY

### 6.1 Introduction

- a) This section of the policy is to be followed once a tenant has become a Secure tenant and there are rent arrears on account.
- b) A flowchart outlining the Secure process is provided in the appendices section of this policy (*please see sub-section 8.2 – Appendix 2 – Secure Tenancy Process Map*).

### 6.2 Procedure

- a) The following procedure will be initiated to recover rent owed to the Council from a secure tenant.

⇒ First Warning (AFW)	–	Three Weeks or more <u>Net Rent</u> Due
⇒ Second Warning (ASW)	–	Four Weeks or more <u>Net Rent</u> Due
⇒ Office Appointment (AAP)	–	Five weeks or more <u>Net Rent</u> Due
- b) If the tenant clears their rent arrears at any of the above stages then the Secure procedure may be restarted from the First Warning stage alternatively, the team may use their discretion and decide not to restart the process but re-issue a more serious action where appropriate. For example, tenants that persistently make irregular rent payments that were already served the warning letters.
- c) Throughout the procedure the team will continue efforts to contact and negotiate a payment agreement with tenants and offer support where needed. The communication will take place in various forms for example, telephone, text, other letters requesting payment and by email. Our advice and efforts to engage with individual tenants will remain persistent to help sustain tenancies and the service will be tailored depending on tenants level of response and engagement with us.
- d) The arrears stages will be put on hold if there is clear evidence of the following
  - Delays in processing benefit claims
  - Delays in receiving Managed payment from Universal Credit
  - Pending Discretionary Housing Payments
  - If the tenant is owed a breathing space as part of the Debt Respite Scheme, no arrears action will be considered for the agreed moratorium period.

### 6.3 Rental Possession 1<sup>st</sup> Stage – Legal Notice

- a) A Notice of Seeking Possession (NOSP) will be served under Section 83 of the Housing Act 1985 (as substituted by Section 147 of the Housing Act 1996) on any tenant that is more than six weeks in net rent arrears. The legal notice has an expiry date of twenty-eight days.
- b) The tenant also has the option of contacting a member of the team before the NOSP expires and before court proceedings to agree an affordable arrangement and clear any arrears by instalments.
- c) Once the legal notice period has come to an end and there is failure to maintain regular rent payments, keep up with a repayment or reduce rent arrears, the team

will consider pursuing rental possession proceedings. A court fee will be payable by the Council when issuing court paperwork. The fee is payable by the tenant and this in turn will be added to the tenants rent account currently, at the time of writing this policy the one-off fee was £355.00.

- d) If the tenant has cleared the arrears, the legal notice will become invalid. If there is an ongoing agreement to clear the arrears, the NOSP will remain valid for up to a maximum of twelve months or until such time the rent arrears are cleared whichever comes sooner.

#### 6.4 Rental Possession 2<sup>nd</sup> Stage – Stage Court

- a) Prior to the possession hearing the team will continue efforts to contact tenant using various forms of communication.
- b) They will arrange an Interview with the tenant by letter, the team will advise the tenant the seriousness of their situation and the consequences of non-payment of rent and the potential possession of home. They will gather income and expenditure and arrange a realistic and suitable repayment plan or arrangement to clear any outstanding debt where possible to prevent a possession order. Both parties may sign an agreement confirming the repayment arrangement.
- c) Both Council and tenant will receive a date of hearing set by the Court for the possession hearing. The council may refer to their Legal Team for advice and representation and the tenant will be encouraged to attend and seek their own independent financial advice and representation.
- d) We will request the appropriate order at court depending on the circumstances of the case. After hearing evidence presented by the Council and tenant, the Judge will have discretion to grant the following types of orders.
- **Possession Forthwith** – Outright Possession on day of hearing.
  - **Possession in XX Days** – Outright Possession in a specific number of days (Usually 14 or 28 Days).
  - **Suspended Possession Order (SPO)** – This is a Possession Order, however, suspended on terms the tenant pays their Current Rent plus an amount towards the arrears. If tenant defaults their court order and fails to make payments according to the court order, this may result in Council pursuing eviction action.
  - **Adjourned on Terms (AOT)** – This hearing is pended to allow tenant to pay their current rent plus an amount towards the arrears. Failing to pay accordingly will allow the council to restore the hearing.
  - **Adjourned Generally** – This is an order granted by the court that allows the Council to restore the hearing if the tenant fails to pay the rent arrears. This order may also contain a 'Strikeout Date' usually twelve months form the date of hearing.
  - **Money Judgement Order (MJO)** – This is an order for a tenant to pay back any debt owed to the Council

## 6.5 Rental Possession 3<sup>rd</sup> Stage – Eviction

- a) At times the council may need to consider more serious action against tenants that persistently fail to pay their rent. This will be an ultimate last resort action when all efforts to support have been exhausted. Despite proceeding with eviction processes, we will continue all efforts to contact tenants and request that rent arrears are cleared to prevent loss of home. The team will ensure tenants are fully informed on their rights and advise tenants of their right to appeal any eviction (applies only to secure tenants). A warrant fee will be payable by the Council when requesting a warrant for eviction, the fee is payable by the tenant and will be added to the tenants rent account. At the time of writing this policy warrant fees stood at £121.00.
- b) If rent arrears are cleared in full then the eviction process will stop. It's important the tenant notifies the courts and the Council when they have made the payment to clear the arrears in full. Proof of payment may be requested as appropriate.
- c) If an appeal against an eviction is submitted a court hearing will be scheduled to negotiate matters. The final outcome at the hearing will be determined by a Judge.
- d) The main outcomes of an appeal hearing are set out below (not an exhaustive list).
- **Application Withdrawn** – If arrears are cleared in full and it has been agreed to cancel the warrant application with agreement from the Council.
  - **Application Suspended** – The warrant is suspended allowing further opportunity to clear arrears. In most cases these will come with terms for example, current rent plus an additional amount to clear the arrears.
  - **Application Adjourned for XX days** – This is usually granted when there are some unresolved issues that require a resolution before the judge can make an informed decision (i.e. benefit claim require a resolution).
  - **Application Dismissed** – This order may be granted if the Judge feels that the tenant had sufficient opportunity to clear their arrears and/or tenant or their representative did not attend the hearing. This could result in the eviction going ahead.
- e) On the date / time of eviction if the tenant fails to make any payment to clear the arrears debt then the warrant will be executed, and Council will be given vacant possession of the property.



## SECTION 7 – GARAGE & PARKING SPACE TENANCY

### 7.1 Introduction

- a) Tenants will sign a licence agreement with the Council for renting the Garage or Parking Space thus agreeing to pay the rent every week to the Council.
- b) A flowchart outlining the Garage & Parking Space process is provided in the appendices section of this policy (*please see sub-section 8.3 – Appendix 3 – Garage & Parking Space Tenancy Process Map*).

### 7.2 Procedure

- a) The Garage & Parking Space process is split into several stages, please see below the initial stages and at what point in the process they are 'initiated'.
  - ⇒ First Warning (GFW) – Three Weeks or more Net Rent Due
  - ⇒ Second Warning (GSW) – Four Weeks or more Net Rent Due
- b) Should the tenant clear their arrears at any of the above stages then the GPT process should be restarted from the First Warning stage, however the team may use their discretion and decide not to restart the process and proceed to final stage

### 7.3 Determining the Next Stage

- a) Failure to clear arrears then a decision will be considered to recover possession of the garage or parking space.

### 7.4 Ending a Garage or Parking Space Licence

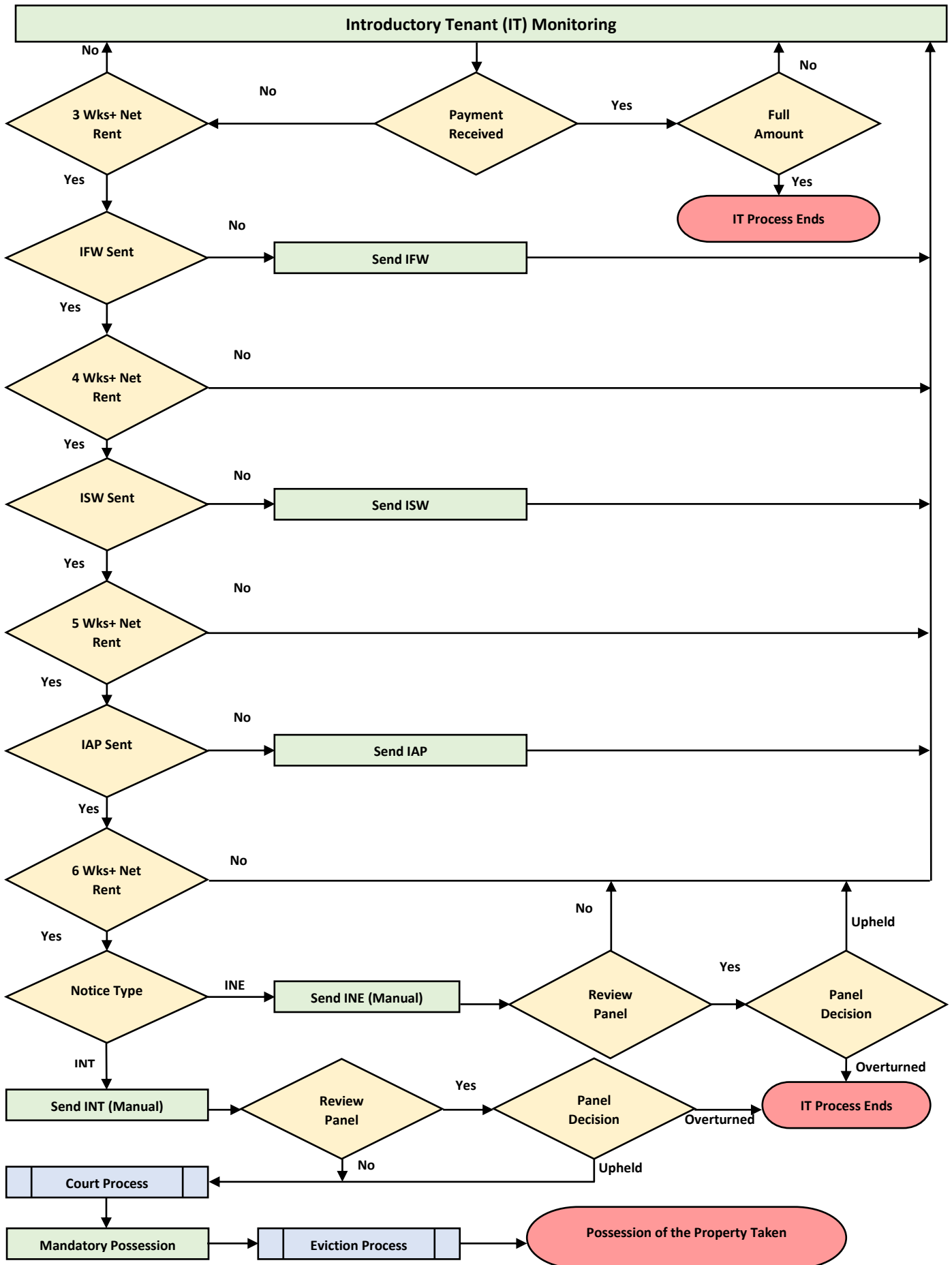
- a) To end a Garage or Parking Space Licence a Garage Notice to Quit (GNTQ) is served informing the tenant that their licence is being ended.
- b) The GNTQ provides a minimum of seven days' notice on the licence being ended, and possession being sought.

### 7.5 Taking Possession of a Garage or Parking Space

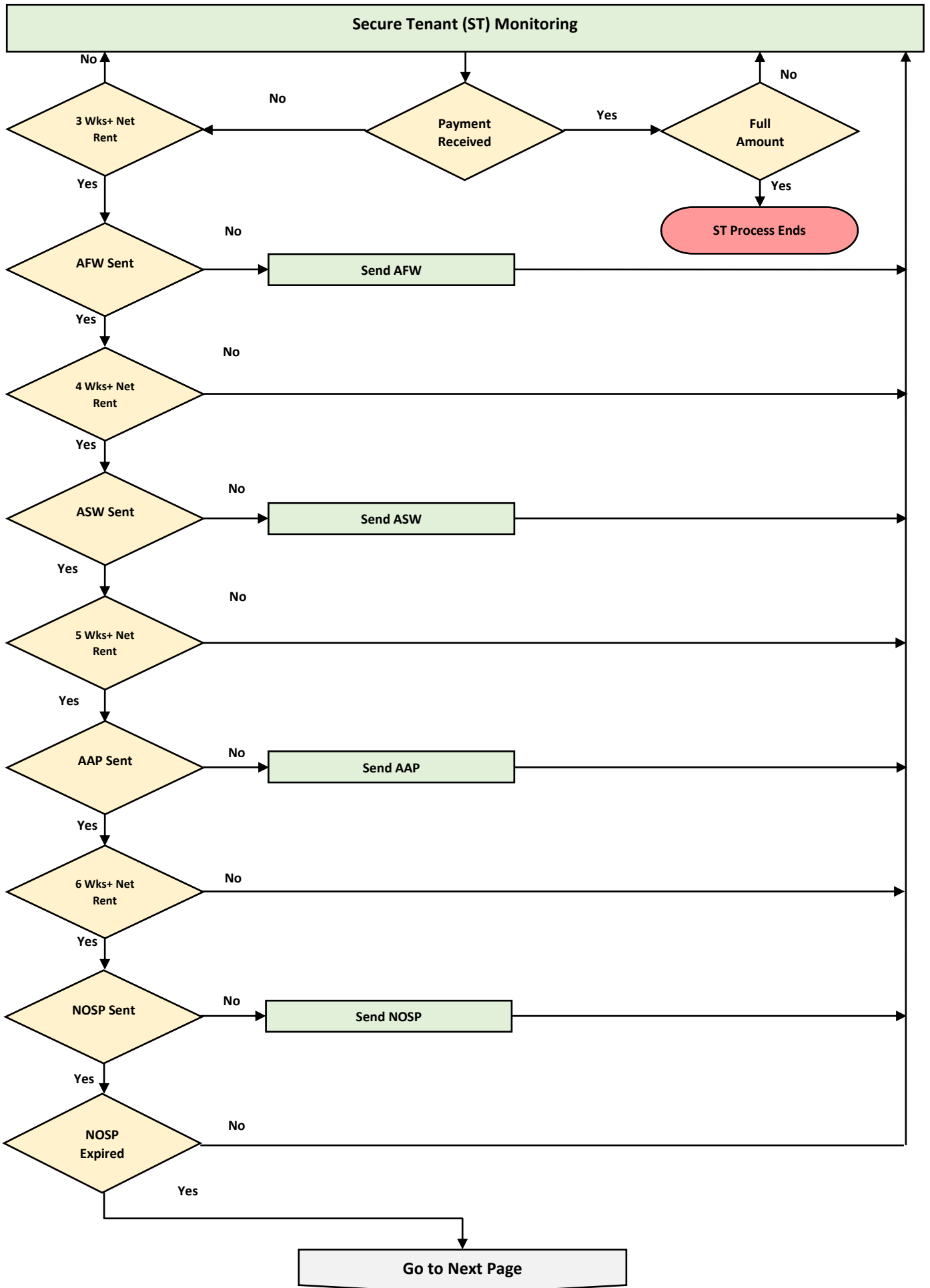
- a) Once a GNTQ has expired a lock change will be arranged (Garages Only) with the repairs service to change the locks on the garage and the keys will be returned to the Neighbourhood Housing Office (NHO).

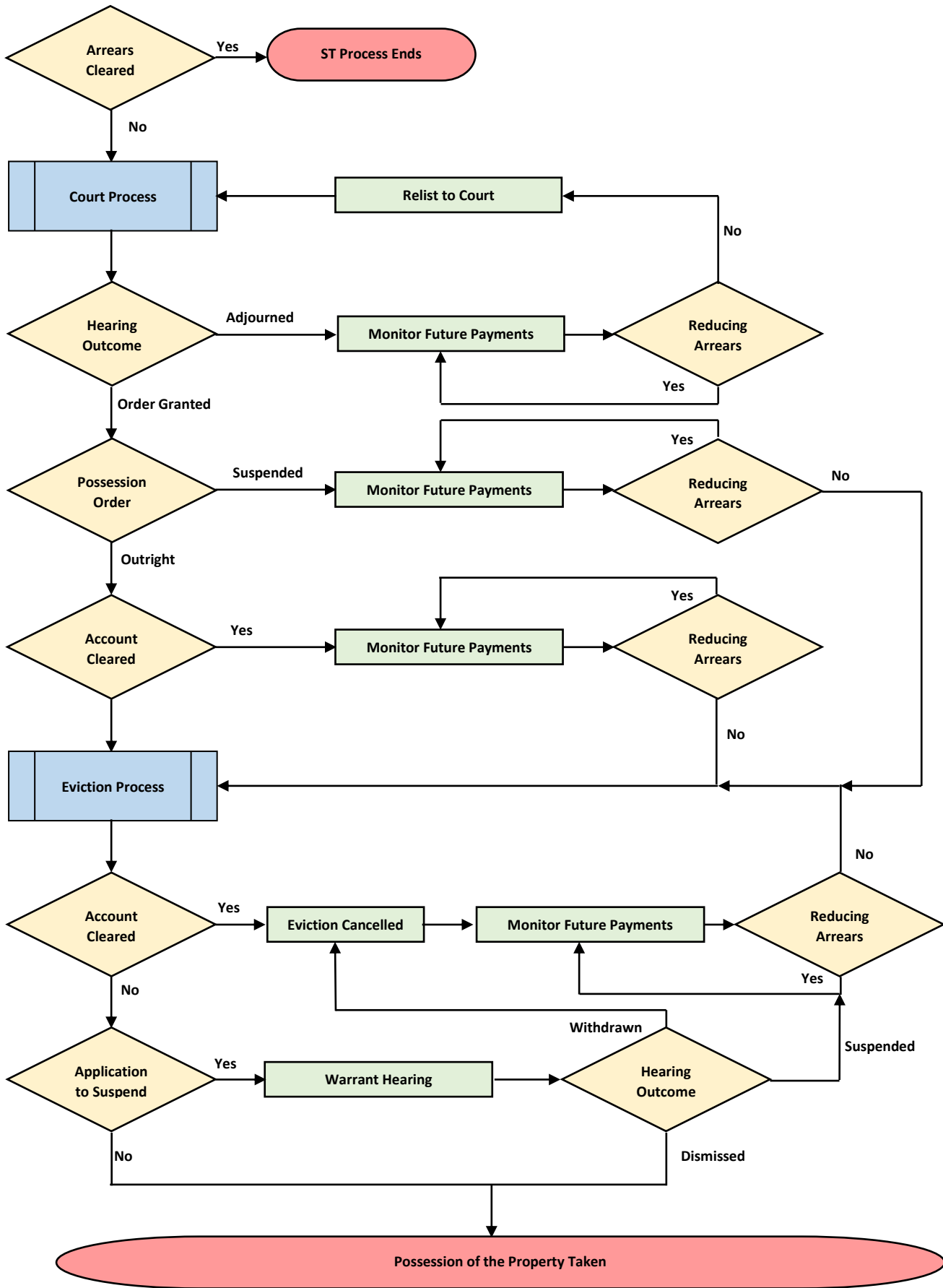
# SECTION 8 – APPENDICIES

## 8.1 Appendix 1 – Introductory Tenancy Process Map



## 8.2 Appendix 2 – Secure Tenancy Process Map





### 8.3 Appendix 3 – Garage & Parking Space Tenancy Process Map

