



## Rent Collection Policy

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<b>Is an Equality Impact Assessment (EIA) required?</b>	Yes (See section 8)
<b>Is a Data Protection Impact Assessment (DPIA) Required?</b>	No
<b>Has the Policy Development Guide been followed?</b>	Yes

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## 1.0 Introduction and scope

This Income Collection Policy has been developed in line with Wandle's values, which are:

- Think customer
- Build relationships
- Work together
- Aim high
- Own it

It will ensure that actions we undertake will be underpinned by our vision of:

*"Homes to be proud of and services you can trust"*

This policy sets out Wandle's commitment to providing an efficient, effective service that maximises income, minimises customer debt and supports residents to sustain successful tenancies. This is essential to the continued viability of Wandle and the provision of a high-quality housing service that provides value for money for all our residents and add value to the communities we work in.

Wandle recognises that residents may occasionally face financial difficulty and will require appropriate support and advice in response to their specific needs. This policy reflects the need to provide suitable assistance whilst allowing for appropriate recovery actions via legal options as and when necessary.

As a member of Homes for Cathy, Wandle is committed to not make any tenant seeking to prevent their homelessness homeless. As part of this commitment:

- we will only consider eviction as a last resort,
- we will take care and consideration to communicate with tenants,
- we will exhaust all available avenues to support residents in sustaining their tenancies.

This policy has been developed in line with our Customer Experience Strategy as well as our corporate strategy. In particular the strategic theme of 'Outcomes for our Customers that make us proud' and the enabling objective of 'Improving our financial resilience'.

### 1.1 Scope

This policy refers to charges and arrears relating to:

- Monies owed by current tenant's, shared owners and leaseholders.
- Former tenant arrears.

The reference to rent throughout this policy is inclusive of service charges where these are payable.

This policy does not cover commercial lets and collection of charges for these property types.

### 1.2 Objectives and performance monitoring

In addition, this policy seeks to:

- Improve performance by maximising revenue income and minimising arrears
- Promote and embed principles of a rent payment culture across the organisation and with our residents
- Outline a clear, consistent and fair approach to income collection, promoting preventative action
- Ensure a Value for Money approach to all income management procedures
- Promote good practice and strive towards continuous improvement
- Build key relationships with Stakeholders and third party organisations
- Balance a robust approach to income management with support for people who are vulnerable and/or experiencing genuine hardship.

Key performance indicators will be reported as follows:

#### Tenants

KPI to be measured	Frequency
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Rent collected (% of annual debit)	<ul style="list-style-type: none"> <li>• Monthly performance report to Executives/Managers</li> <li>• Quarterly to Board</li> <li>• Annual report to Board</li> </ul>
Current tenant arrears (% of annual debit)	<ul style="list-style-type: none"> <li>• Monthly performance report to Executives/Managers</li> <li>• Quarterly to Board</li> </ul>
Former Tenants Arrears	<ul style="list-style-type: none"> <li>• Monthly performance report to Executive and Managers</li> </ul>

**Shared Ownerships and Leasehold**

<b>KPI to be measured</b>	<b>Frequency</b>
Service Charges collected (% of annual debit)	<ul style="list-style-type: none"> <li>• Monthly performance report to Executives/Managers</li> <li>• Quarterly to Board</li> <li>• Annual report to Board</li> </ul>
Current Service Charge Arrears (% of annual debit)	<ul style="list-style-type: none"> <li>• Monthly performance report to Executives/Managers</li> <li>• Quarterly to Board</li> </ul>

## 2.0 Policy Statement

### 2.1 Pre-Tenancy and Arrears Prevention

Residents at risk of failing to pay rent will be identified at the tenancy sign up stage. Appropriate advice and support will be offered including assessment of affordability and referral to the Welfare Benefits team.

All prospective and new residents will be advised they are expected to pay at least one week's rent at sign up regardless of entitlement to Housing Benefit or Universal Credit. Leaseholders are required to pay one month's rent on commencement of their lease. Any resident unable to do so due to severe financial difficulties will be expected to set up a payment plan. Any resident in receipt of partial Housing Benefit will be expected to make a payment equal to 1 week's shortfall.

At sign up, assistance will be given to claim Housing Benefit/Universal Credit or submit a change of circumstances notification to the Local Authority as required. Wandle will obtain residents written authority to share information with the relevant Local Authority. If necessary or requested by the tenant, we set up a managed payment so that Universal Credit payments are made directly to Wandle.

Residents will be encouraged and supported to access services online e.g. accessing rent statement and advised of all available payment methods and will be encouraged to set up a Direct Debit. This is Wandle's preferred method of payment.

At sign up, the resident will be made aware of Wandle's income collection procedure and of the consequences of failing to pay rent due including eviction and the implications of being declared 'intentionally homeless'. They will also be advised of the internal support services available which include resident support, welfare benefits advice, employment and training initiatives.

## 2.2 Intervention and Enforcement

Preventative action will be taken at the earliest opportunity to enforce payment of rent and identify areas for support.

Where preventative measures have failed, Wandle will take suitable and decisive action in the recovery of debt, following the income collection procedures and in compliance with the Pre-Action Protocol for Possession Claims by Social Landlords (see Section 5.0).

Residents will be contacted using a range of methods: text message, telephone, email, letter and home visit.

Wandle will seek to negotiate repayment of arrears at a reasonable amount, based on the resident's income, to be repaid within a suitable period of time. Payment arrangements will be reviewed regularly to ensure compliance and appropriate action will be taken where necessary. Where appropriate, or if requested by the tenant Wandle will apply for Alternative Payment Arrangement (APA's) from universal credit to reduce arrears.

Quarterly rent statements and online access to rent accounts will be provided to residents.

All actions taken will be recorded on Wandle's housing management system.

## 2.3 The Debt Respite Scheme (Breathing Space)

In May 2021, the government introduced measures to legally protect someone in debt from their creditors. There are two types of breathing space: a standard breathing space and a mental health crisis breathing space. The standard lasts 60 days and the mental health lasts for the duration of the mental health treatment plus an additional 30 days.

When we receive a notification, we must search our records to identify the debt owed by the tenant. This needs to happen as soon as possible. We will need to put a flag on the account to ensure anyone accessing the account is aware that there is a breathing space in place and to not contact tenant re the debt. All action will need to be paused upon notification of breathing space. If the tenant has a court hearing, we will need to notify the courts and adjourn hearing. If the tenant has an upcoming eviction, we will need to notify the courts and bailiff to postpone the eviction. Once the breathing space has ended, we can resume arrears action.

### **Notice Periods**

Where Wandle issue a Notice of Seeking Possession (NOSP) the notice period will be a period of 4 weeks. This period may change where necessary and where stipulated by a tenancy agreement.

### **Probationary/ Fixed Term Tenancies and Assured Tenancies**

We will reserve the option to serve a Section 21 notice in the probationary period for rent arrears or a Notice of Seeking Possession.

A Notice Seeking Possession citing grounds 10 and 11 will be served when at least 4 weeks rent is outstanding. Mandatory Ground 8 will be used when there is at least 8 weeks rent at the time the NOSP is served and will be authorised by the Income Manager or Head of Customer Service Delivery.

### **Secure Tenancies**

A Notice Seeking Possession citing Ground 1 of Schedule 2 Housing Act 1985 will be served when at least 4 weeks rent is outstanding.

Court proceedings will commence following the expiry of the statutory notice period where agreements to pay have not been maintained. Court proceedings will not be



instigated where arrears are due to a delay in the processing of Housing Benefit/Universal Credit claims, and we have obtained evidence that a valid claim has been submitted along with supporting documentation.

If contact is made prior to the hearing and the tenant makes a reasonable arrangement to pay by instalments and starts making payments as agreed, we may agree to adjourn court proceedings (either generally or for a fixed period) so long as the tenant keeps to such agreement. However, we may apply for an adjourned hearing to be restored if a tenant fails to address their rent arrears.

Eviction action is a last resort. An eviction report must be submitted with a pre-eviction checklist detailing all preventative actions taken and must demonstrate all safeguarding precautions have been taken. All evictions due to rent arrears are to be authorised by the Income Manager and Head of Customer Services Delivery or a Director in their absence.

Wandle will oppose any application to stay the execution of an eviction warrant unless payment in full is made to clear the debt including court costs.

Wandle will not consider a transfer or move under a mobility scheme or mutual exchange for residents in arrears unless the household is under – occupying their home and are affected by the 'bedroom tax'. In exceptional cases where there is an emergency need to be rehoused, a transfer will be considered at the discretion of the Head of Customer Service Delivery.

### **Garage Licenses**

Garage are let on license agreements and do not have security of tenure. Persistent non- payment of rent for garage accounts will result in the license being ended.

## 2.4 Leaseholders and Shared Owners

In most circumstances this policy applies to Leaseholders and shared owners and any monies owed, for either rent or service charges, the same way it would for general needs tenants. However, where enforcement action is required, we will undertake a separate set of actions.

### **First Reminder (LEH1)**

In the first instance where a leaseholder/shared owner has gone into arrears of 1 month then a phone call, letter or email or should be made to discuss payment. If they are unable to pay the full amount, an agreement to clear the balance should be sought in the quickest time possible. Acceptable repayment terms are 3 months, 6 months, 9 months and 12 months. Any agreement term made should be within the financial year. If there is no contact/engagement a letter should be sent.

### **Second Reminder (LEH2)**

If no contact is made with the leaseholder/shared owner or an agreement made, the second reminder (REM2) is issued upon 2 months arrears.

In the second reminder (REM2) the shared owner will be notified continuous non-payment will lead to their lender being notified. They may decide to make the payment which they will add to the mortgage and accrue further interest.

### **Third Reminder (LEH)**

For shared owners who still do not start paying or make suitable agreement after the second month, the third letter, a NOSP will be served upon 3 months arrears. An interview, be it face to face or phone call should be arranged to discuss the following;

- Obtain the shared owners income and essential expenditure details

- refer to Welfare Benefits Section if necessary
- Try to make an agreement with the shared owner for repayment where the outstanding amount is to be paid by the end of March(end of the financial year)
  - Advise the shared owner that this does not waive the Company's right to pursue repossession (forfeiture).
  - Explain that if the outstanding amount is not paid by using one or more of the methods agreed above or by any other means, the shared owners mortgage lender could be approached for settlement of the debt
  - Confirm any agreement made in writing
  - Explain that the shared owners mortgage lender could be approached for repayment without their consent
  - Obtain details of the shared owners mortgage lender via land registry and contact for payment.
  - Warn the shared owner that they are likely to receive a letter from their mortgage lender

Actions will not be authorised where:

- A payment or agreement has been recently made
- A query/dispute on the account has not been resolved
- A payment from another source is expected (this will usually be a mortgage lender)
- Relevant legislation or the lease has not been adhered to
- Probate is ongoing

For full details please see the leasehold recovery procedure.

## 2.5 Homes for Cathy

Wandle is a member of the Cathy Come Home initiative bringing together housing associations concerned about growing homelessness in the UK. We are committed to help prevent homelessness by focusing on tenancy sustainment measures with possession action being triggered only as a last resort.

## 2.6 Welfare Support

Pro-active action will be taken to assist residents affected by welfare reform measures i.e. Benefit Cap, under occupancy, Universal Credit. Support and guidance will be offered regarding:

- Benefit maximisation – employment and training support and opportunities
- Benefit entitlement
- Money and debt advice – signposting to specialist services

Comprehensive support will be provided by the Welfare Rights Adviser to assist residents with Welfare Benefit claims including new claim applications and change of circumstances, suspended and cancelled claim reviews, mandatory reconsiderations and appeals.

Where we are unable to assist residents, they will be signposted to appropriate external agencies.

## 2.7 Former Tenant Arrears

Wandle will seek to collect all former tenant debt where financially viable to do so. All actions involving former tenant arrears will be dealt with in accordance with our Former Tenant Arrears Procedure and Bad Debt Policy.

Where notice is received to terminate a tenancy, the resident will receive confirmation of the estimated outstanding debt at the time of termination. Wandle will expect the rent account to be cleared by the end of the tenancy.

Where a tenancy has ended due to the death of a tenant without any succession and confirmation is received of a nil estate, the debt will be recommended for write off.

If any debt is outstanding, an agreement will be sought to clear all arrears prior to the tenancy ending. If the resident is unable to pay the arrears before the end of the tenancy, an affordable repayment plan will be agreed.

Recovery action will be taken by the Income Teams for up to one year. Recovery action will include contact by SMS, letter, telephone, email or visit if a forwarding address has been identified. All available sources will be used to trace former tenants.

Where a debt has occurred due to an eviction or abandonment, the debt will be immediately sought to be cleared. Should this not result in any outcome it will be passed to an external debt collection agency.

If no payment has been collected within 6 months by a debt collection agency, the debt will be written off. Should any funds be recovered after a debt has been written off, the same sum will be written back to the account.

Legal action will be considered only where there is a reasonable chance of recovery of monies owed.

All write offs must be approved by Board, via the Income Manager, Head of Customer Service delivery and Executive Director Business Services and Transformation and the Director of Finance.

## **2.8 Credit Balances**

Wandle encourages all tenant's to be 4 weeks in credit in their rent account. Where a tenant has credit in their account, they are entitled to request a refund of any credit on their account. Our usual position will be that we will only refund the difference between the tenant's credit balance and the total of four weeks' worth of rent. Any request for a refund will be passed from the Income team to the Finance team who will have verified that credit on the account is not the result of a housing benefit overpayment before issuing a refund.

Wandle will discourage tenant's from treating their rent account like a bank account and actively discourage the accumulation of excessive credit. Any overpayment of a rent account, which is double the monthly rent, plus any requests for refunds following significant overpayments to a rent account should be considered suspicious and reported to the Money Laundering Reporting Officer, in line with Anti-Money Laundering Policy, before any refund of credit is issued.

Payment will usually only be made to the tenant's bank account and will ensure that any such request for payment has been verified as coming from the tenant.

## **2.9 Working Together**

Rental income is crucial to enable high quality services to be delivered to residents. Joint working will be encouraged with the Neighbourhood, Home Ownership, Resident Support, Community Investment and Customer Experience teams to identify residents needing appropriate support and reinforce a rent payment culture.

We will also work to develop and maintain strategic and operational partnerships with Local Authority Housing Benefit and Housing Options teams, the Department of Work and Pensions, local Citizens Advice Bureau offices, Mental Health teams, mortgage lenders and any other organisation as deemed appropriate.

### **2.10 Vulnerable Residents**

We will use every opportunity to identify and engage with vulnerable tenants including at viewings, sign ups and courtesy visits. We will work with partners and local stakeholders to provide appropriate support and assistance to residents for them to sustain their tenancy.

We recognise that vulnerable residents may require extra support to help pay their rent and deal effectively with their arrears. Extra support will be provided either in the terms of additional contact, referral to specialist organisations or support providers.

We recognise our duty of care towards our residents who are at risk of homelessness and all eviction cases will be referred to the appropriate team within the relevant Local Authority

### **2.11 Value for Money**

We will take a value for money approach to the collection of income by maximising the collection of current arrears and expand the capacity of staff through training and support to increase income collection.

Wandle will encourage the most cost-effective method of income collection and procure where required external resources to support income collection that delivers a service that achieves best value for customers and Wandle.

## 2.12 Training

Regular training will be provided to Income Officers and the Welfare Rights Adviser to ensure they are up to date with the policy requirements, relevant legal processes including the Ministry of Justice Pre-Action Protocol for Possession Claims and sector best practice.

## 3.0 Roles and Responsibilities

### **The Board**

The Board is responsible for setting Wandle's strategic direction, and for establishing policies and plans to achieve key objectives. It provides sound systems of control and a framework of delegation to the Directors and employees.

### **Executive Director of Business Services and Transformation**

The Executive Director of Business Services and Transformation is the designated Executive responsible for this policy.

### **Head of Customer Services Delivery**

The Head of Customer Services Delivery is responsible for ensuring overall adherence to the policy.

### **Income Manager**

The Income Manager will ensure the policy is implemented by Income Officers and promote the aims and objectives across the organisation.



## 4.0 Related Documents

### 4.1 Internal

Policies	<a href="#">Rent policy</a> , <a href="#">Allocations and Lettings Policy</a> , <a href="#">Equality Diversity and Inclusion Policy</a> , <a href="#">Bad Debt Policy</a> , <a href="#">Anti- Money Laundering Policy</a>
Procedures	Income Collection Procedure, Former Tenant Arrears Procedure, Leasehold Recovery Procedure (to be updated following publishing of policy / implementation plan)

### 4.2 Regulatory Standards

This Policy complies with the following relevant regulatory standards:

#### Tenancy Standard

*2.2.1 Registered providers shall publish clear and accessible policies which outline their approach to tenancy management, including interventions to sustain tenancies and prevent unnecessary evictions, and tackling tenancy fraud, and set out:*

Wandle have a number of clear and accessible policies which are available on request. These are reviewed on a regular basis. This Policy sets out that Wandle's approach to rent collection in a way that promotes the sustainability of tenancies and the use of eviction as a last resort. We will also publish a summary of this policy and our approach to rent collection.

*2.2.7 Registered providers shall develop and provide services that will support tenants to maintain their tenancy and prevent unnecessary evictions.*

We have complied with this standard by providing support for tenants either through our Welfare Benefits Team or referrals to appropriate external services. Financial support is available to residents who are under occupying and need help to sustain their tenancy, along with welfare benefit and welfare reform support. This is provided under the umbrella programme called MyMoney. A Helping Hand Fund has been set up to specifically support tenants struggling with hardship.

#### Involvement and empowerment

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1.2.1 Registered providers shall ensure that tenants are given a wide range of opportunities to influence and be involved in:

a. the formulation of their landlord’s housing-related policies and strategic priorities

We have complied with this standard by engaging with tenant’s during the creation of this policy, the policy was published on Wandle Policy and Service Standard Improvement Group

## 5.0 Relevant Legislation and Civil Procedure Rules

Legislation	Main powers and relevance to the policy subject
The Housing Act 1988	<p><b>Ground 10</b> is the first of the further grounds dealing with rent arrears and applies when rent is in arrears both at the date when the proceedings for possession are commenced, and at the date of service of the notice of seeking possession.</p> <p><b>Ground 8</b> is the mandatory ground that can be used when a) there may be no arrears at the date of hearing and b) there is no minimum amount</p> <p><b>Ground 11</b> is available where, regardless of whether there are current rent arrears, and regardless of whether there were arrears at the date of serving a notice of seeking possession, issue of proceedings or date of hearing, the tenant has persistently delayed paying rent.</p>

<b>Legislation</b>	<b>Main powers and relevance to the policy subject</b>
<p>The Welfare Reform Act 2012</p>	<p><b>Key areas</b></p> <ul style="list-style-type: none"> <li>• introduces Personal Independence Payments to replace the current Disability Living Allowance</li> <li>• restricts Housing Benefit entitlement for social housing tenants whose accommodation is larger than they need</li> <li>• up-rates Local Housing Allowance rates by the Consumer Price Index</li> <li>• amends the forthcoming statutory child maintenance scheme</li> <li>• limits the payment of contributory Employment and Support Allowance to a 12-month period</li> <li>• caps the total amount of benefit that can be claimed.</li> </ul>

<p>The Ministry of Justice Civil Procedure Rules</p>	<p><b>Pre-Action Protocol for Possession Claims by Social Landlords – Part 2: Possession Claims based on Rent Arrears</b></p> <p><b>2.1</b> If the tenant falls into arrears, the landlord should contact the tenant, as soon as reasonably possible, to discuss: the cause of the arrears; the tenant's financial circumstances; the tenant's entitlement to benefits; and repayment of the arrears. Where contact is by letter, the landlord should write separately to each named tenant.</p> <p><b>2.2</b> The landlord and tenant should try to agree affordable sums for the tenant to pay towards the arrears, based upon the tenant's income and expenditure (where such information has been supplied in response to the landlord's enquiries). The landlord should clearly set out, in pre-action correspondence, any time limits with which the tenant should comply.</p> <p><b>2.3</b> The landlord should provide, on a quarterly basis, rent statements in a comprehensible format showing rent due and sums received for the past 13 weeks. The landlord should, upon request, provide the tenant with copies of rent statements in a comprehensible format, from the date when arrears first arose, showing all amounts of rent due, the dates and amounts of all payments made (whether through housing benefit, discretionary housing payments or directly by the tenant) and a running total of the arrears.</p> <p><b>2.4</b> If the tenant meets the appropriate criteria, the landlord should apply for arrears to be paid by the Department for Work and Pensions ['DWP'] by deductions from the tenant's benefit.</p>
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	<p><b>2.5</b> The landlord should offer to assist the tenant in any claim that the tenant may have for housing benefit, discretionary housing payments or universal credit (housing element).</p> <p><b>2.6</b> Possession proceedings for rent arrears should not be started against a tenant who can demonstrate that –</p> <p>(a) the local authority or DWP have been provided with all the evidence required to process a housing benefit or universal credit (housing element) claim;</p> <p>(b) there is a reasonable expectation of eligibility for housing benefit or universal credit (housing element); and</p> <p>(c) they have paid other sums due that are not covered by housing benefit or universal credit (housing element).</p> <p>The landlord should make every effort to establish effective ongoing liaison with housing benefit departments and the DWP and, with the tenant’s consent, make direct contact with the relevant housing benefit department or DWP office before taking enforcement action.</p> <p>The landlord and tenant should work together to resolve any housing benefit or universal credit (housing element) problems.</p> <p><b>2.7</b> Bearing in mind that rent arrears may be part of a general debt problem, the landlord should advise the tenant to seek assistance from citizens advice bureau, debt advice agencies or other appropriate agencies as soon as possible. Information on debt advice is available on the Money Advice Service website</p> <p><a href="https://www.moneyadviceservice.org.uk">https://www.moneyadviceservice.org.uk</a>.</p>
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	<p><b>After service of statutory notices</b></p> <p><b>2.8</b> After service of a statutory notice, but before the issue of proceedings, the landlord should make reasonable attempts to contact the tenant to discuss: the amount of the arrears; the cause of the arrears; repayment of the arrears; and the housing benefit or universal credit (housing element) position. The landlord should send the tenant a copy of this protocol.</p> <p><b>2.9</b> If the tenant complies with an agreement to pay the current rent and a reasonable amount towards arrears, the landlord should agree to postpone issuing court proceedings for so long as the tenant keeps to such agreement. If the tenant ceases to comply with such an agreement, the landlord should warn the tenant of the intention to bring proceedings and give the tenant clear time limits within which to comply again and avoid proceedings.</p> <p><b>Alternative dispute resolution</b></p> <p><b>2.10</b> The parties should consider whether it is possible to resolve the issues between them by discussion and negotiation without recourse to litigation. The parties may be required by the court to provide evidence that alternative means of resolving the dispute were considered. Courts take the view that litigation should be a last resort, and that claims should not be issued prematurely when a settlement is still actively being explored.</p> <p><b>2.11</b> The Civil Justice Council and the Judicial College have endorsed <i>The Jackson ADR Handbook</i> by Susan Blake, Julie Browne and Stuart</p>
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	<p>Sime (2013, Oxford University Press). The Citizens Advice Bureaux website also provides information about ADR:</p> <p><a href="http://www.adviceguide.org.uk/england/law_e/law_legal_system_e/law_taking_legal_action_e/alternatives_to_court.htm">http://www.adviceguide.org.uk/england/law_e/law_legal_system_e/law_taking_legal_action_e/alternatives_to_court.htm</a>.</p> <p>Information is also available at: <a href="http://www.civilmediation.justice.gov.uk/">http://www.civilmediation.justice.gov.uk/</a></p> <p><b>Court proceedings</b></p> <p><b>2.12</b> Not later than ten days before the date set for the hearing of the possession claim, the landlord should–</p> <p>(a) provide the tenant with up-to-date rent statements; and</p> <p>(b) disclose what knowledge it possesses of the tenant's housing benefit or universal credit (housing element) position to the tenant.</p> <p><b>2.13</b> (a) The landlord should inform the tenant of the date and time of any court hearing and provide an up-to-date rent statement and the terms of the order that will be applied for. The landlord should advise the tenant to attend the hearing as the tenant's home is at risk. Records of such advice should be kept.</p> <p>(b) If the tenant complies with an agreement made, after the issue of proceedings, to pay the current rent and a reasonable amount towards arrears, the landlord should agree to adjourn the court proceedings for so long as the tenant keeps to such agreement.</p> <p>(c) If the tenant ceases to comply with such agreement, the landlord should warn the tenant of the intention to restore the proceedings and give the tenant clear time limits within which to comply again and avoid restoration of the proceedings.</p>
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	<p><b>2.14</b> If the landlord unreasonably fails to comply with the terms of this protocol, the court may make one or more of the following orders—</p> <ul style="list-style-type: none"><li>(a) an order for costs;</li><li>(b) an order adjourning the claim; or</li><li>(c) an order striking out or dismissing the claim (other than a claim based on a mandatory ground).</li></ul> <p><b>2.15</b> If the tenant unreasonably fails to comply with the terms of this protocol, the court may take such failure into account when considering whether it is reasonable to make a possession order.</p> <p><b>6.0 PART 3 MANDATORY GROUNDS FOR POSSESSION</b></p> <p><b>3.1</b> This Part applies in cases where, if a social landlord proves its case, the court must, in principle, grant possession and where s.89(1) Housing Act 1980 applies</p> <p><b>3.2</b> Before issuing any such possession claim a social landlord—</p> <ul style="list-style-type: none"><li>(a) should write to the occupants explaining why it currently intends to seek possession and requiring the occupants, within a specified time, to notify the landlord in writing of any personal circumstances or other matters which they wish to have taken into account. In appropriate cases, such a letter could accompany any notice to quit or notice seeking possession and so would not necessarily delay the issue of proceedings; and</li></ul>
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Legislation	Main powers and relevance to the policy subject
	<p>(b) should consider any representations received and, if they decide to proceed with a claim for possession, give brief written reasons for doing so.</p> <p><b>3.3</b> The social landlord should include with its claim form, or in any witness statement filed under CPR 55.8(3), a schedule stating—</p> <p>(a) whether it has (by a statutory review procedure or otherwise) invited the defendant to make representations of any personal circumstances or other matters which they wished to be taken into account before the social landlord issued the proceedings;</p> <p>(b) if representations were made, whether and how they were considered and with what outcome; and</p> <p>(c) brief reasons for bringing proceedings.</p> <p>Copies of any relevant documents which the social landlord wishes the court to consider in relation to the proportionality of the landlord’s decision to bring the proceedings should be attached to the schedule.</p>

## 7.0 Definitions

- ‘Current tenant’ refers to all tenants with an existing tenancy.
- ‘Former tenant’ refers to any tenant who has previously held a tenancy agreement which has now ended.

## 8.0 Equality & Diversity

Our aim is to be responsive to the needs of the residents that we deliver services to. We aim to ensure Equality and Diversity and Inclusion are integral to all our activities and take full account of our residents.

This policy has been developed to ensure we operate within the scope of the Equality and Diversity Policy and work closely with partners to ensure it has a clear understanding of residents with clear regularly updated resident profiles to target services more effectively.

We will ensure any third party agencies we engage to collect debts on our behalf have a robust Data Protection policy in place to protect our customers and is compliant with statutory legislation and is reviewed regularly.

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Special Characteristic	Any impact? (Yes or No)
age	Yes
disability	Yes
gender reassignment	No
marriage and civil partnership	No
pregnancy and maternity	No
race	Yes
religion or belief	No

sex	No
sexual orientation	No

As this policy may impact upon individuals in regard to one or more of these protected characteristics, an Equality Impact Assessment (EIA) has been completed and can be found at: (to be amended upon upload)

