

# **Rent Arrears Policy**

(January 2023)

## **Equalities Statement**

Bolsover District Council is committed to equalities as an employer and when delivering the services it provides to all sections of the community.

The Council believes that no person should be treated unfairly and is committed to eliminating all forms of discrimination, advancing equality and fostering good relations between all groups in society.

### **Access for All statement**

You can request this document or information in another format such as large print or **language** or contact us by:

- **Phone:** [01246 242424](tel:01246242424)
- **Email:** [enquiries@bolsover.gov.uk](mailto:enquiries@bolsover.gov.uk)
- **BSL Video Call:** A three-way video call with us and a BSL interpreter. It is free to call Bolsover District Council with Sign Solutions, you just need WiFi or mobile data to make the video call, or call into one of our Contact Centres.
- Call with [Relay UK](#) - a free phone service provided by BT for anyone who has difficulty hearing or speaking. It's a way to have a real-time conversation with us by text.
- **Visiting** one of our [offices](#) at Clowne, Bolsover, Shirebrook and South Normanton

## CONTROL SHEET FOR Rent Arrears Policy

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## 1. Introduction

Bolsover District Council owns and manages its housing stock consisting of 4,991 properties as at October 2022. All tenants of Bolsover District Council have signed a tenancy agreement, which sets out the rights and responsibilities of the tenant(s) and the Council. The tenancy agreement is a legally binding contract between the Council and the tenant(s). The tenancy agreement states that tenants, should pay their rent on a weekly basis and if they fail to do so and fall into arrears the Council can apply for possession as set out in Schedule 2 of the Housing Act 1985 (as may be amended from time to time).

This policy explains the Council's approach when tenants accrue rent arrears or have tenancy arrears at the end of their tenancy. In summary the Council will take a firm but fair approach, ensuring that tenants have available financial expertise to resolve any difficulties. The Council will not tolerate tenants who are unwilling to pay arrears nor receive help and legal action will be taken where necessary.

It clearly defines our commitment to equality and proportionality within the rent management processes. The Council in delivering this policy, will ensure that no individual is discriminated against on grounds of age, disability, gender reassignment, marriage and civil partnership, pregnancy and maternity, race, religion or belief, sex, and sexual orientation. The policy aims to be:

- Sensitive to the needs of individuals
- Accountable
- Fair
- Efficient
- Responsive and flexible

The Councils housing management is split into 4 parts;

- **Income Management Team** - administration of the collection of rent and former rent arrears. Also the recovery of rent arrears from the initial contact up to and including the service of the court warning.
- **Tenancy Management** – deal with all aspects of managing a tenancy, including, rent arrears from when it is passed from the Income Management Team following service of court warning through to court action and finally eviction if necessary. Housing Assistants (Tenancy) officers support Tenancy Management Officers who deal with breaches of tenancy and anti-social behaviour, supported by the Anti-social Behaviour Team if necessary.
- **Housing Assistants Tenancy** – administration of garage rent arrears up to and including eviction.
- **Housing Needs** - deal with updating and maintaining the housing register, allocation of properties and statutory duties regarding homelessness under the Housing Reduction Act.

The Income Management Team and Tenancy Management Team are responsible for monitoring and taking enforcement action against tenants in arrears.

The day to day management and responsible officer for this policy and procedure is the Housing Enforcement Manager who will ensure any updates to this policy and the associated procedure are circulated to staff. The Structure is set out at Appendix 1.

## **2. Tenant's responsibilities**

The term tenant includes sole and any joint tenants. All Council tenants sign a tenancy agreement and therefore have an obligation to pay their rent and service charges on time.

Rent charges may be changed from time to time and are reviewed each year in line with Government policy. Any such change takes place from the first Monday in April each year and the Council will give a minimum of 4 weeks' notice to tenants.

The Council also offers additional services which have to be paid for as part of the rent or additional service charges.

Tenants will be required to actively work with the Income Management Team and Tenancy Management Team to resolve their arrears situation and whilst eviction will be the action of last resort, if tenants fail to take steps to deal with their rent arrears, possession proceedings will be issued as appropriate.

## **3. Prevention**

Prevention is key to arrears control and the Council endeavour to advise tenants as soon as arrears accrue. Arrears are not only financially damaging to an individual they can be socially damaging too as they risk losing their home. The Council aims to maximise income through offering advice and support at the earliest opportunity to prevent rent arrears increasing.

In order to prevent arrears, the Council recognises that it must tackle the underlying causal factors. Some of the most common reasons for rent arrears are listed below:

- Housing Benefit or Universal Credit issues
- Loss of income due to change in personal circumstances
- Low income
- Multiple debts and competing priorities
- Difficulty managing finances
- Missed rent increases
- Vulnerability

The Council aims to prevent rent arrears by promoting a culture where payment is encouraged, help is provided to maximise tenants income and to ensure tenants are aware of and use the free financial advice at all stages of their tenancy. This

includes referring to the Citizens Advice Bureau, Derbyshire Unemployed Workers or other agencies who offer free financial advice.

#### **4. Payment Methods**

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 payment options allowing more traditional ways of paying as well as embracing payments by way of new technology. These options include:

- Direct Debit
- Online
- Automated telephone line and over the telephone with a member of staff
- Using a kiosk at a Contact Centre

#### **5. Early intervention**

Ensuring that tenants are kept informed of their rent account is important and rent statements are included with all rent arrears letters and are sent by post annually showing a full year's transactions. Statements will be provided more frequently if they are requested and will assist tenants in making regular payments. All officers will have access to the last 12 weeks transactions on their mobile devices when visiting tenant's homes.

The Council works to ensure that claims for benefits are processed as quickly as possible. All Tenancy Management Officers have the means to photograph and scan documents required to process claims. These images can then be emailed to the benefit department who will process the claim.

In some instances it will not be possible to prevent arrears. However, early intervention helps to identify problems quickly so that people can be referred to organisations that are able to help. Rent arrears will not be allowed to build up without intervention from the housing management team. They will follow a staged and escalated arrears procedure as detailed in Appendix 4 attached to this policy. This procedure can be suspended by a tenant choosing to pay rent and agreeing a repayment plan.

Accounts are monitored on a weekly basis and the Income Management Team will initially contact tenants to find out the reason for the arrears, provide advice and agree a plan moving forward. An arrears letter is usually sent to all those who have missed their first two weeks payment. This letter also advises of where additional help or advice can be sought.

Prior to any formal action being taken, the Income Management Assistant will make contact with tenants by letter, telephone, text messaging and home visits. They will try to agree affordable repayment plans with tenants and offer advice throughout. Payment plans will usually be an agreement to pay the rent plus a further amount towards the arrears. This payment will be expected each and every week. However, officers may agree for the payments to be calculated so that they

can be made less frequently, for example each month where this assists tenants to manage their finances more effectively.

## **6. Effective contact**

Direct contact with tenants will help officers to gauge what type of support or help can be provided and to ensure tenant's information and personal details are kept up to date. An assessment of the tenant's needs will be undertaken at appropriate times but full engagement by the tenant is required for this to be meaningful.

Where the Council know English is not the tenant's first language, where necessary, we will provide all written information translated into the tenant's chosen language and conduct interviews through appropriate translators.

Where the Council is aware of disabilities or other vulnerabilities, appropriate measures can be put in place to enable effective communication. For example where someone is deaf someone who can sign will be provided, larger font letters can be sent and additional home visits can be arranged.

## **7. Clear and accurate record keeping**

The Tenancy Management Team and Income Management Team will keep electronic records of all the contact and action they take in respect of tenant's rent accounts on a computer programme, diary system. Each and every contact will be recorded on this system and tenant's details updated as appropriate. Details such as who lives at the property, the household income and expenditure, repairs, and equality act issues will be recorded as well as any details of repayment plans. Decisions which are made by an officer will also be recorded on the same system.

## **8. Enforcement**

It is only when there has been no engagement, lack of, or no payment, will a formal notice be served. This is called a Notice of Seeking Possession. This is a statutory notice and the first step in formal action being taken. The detailed process following service of the notice is set out in Appendix 4. This process incorporates the legal duty to follow the rent arrears pre-action protocol which is a specific procedure before issuing court proceedings.

The Council may decide to include in legal proceedings, other matters affecting a tenant's tenancy, for example, other breaches of tenancy agreement, the most common being anti-social behaviour. These other matters do not necessarily have to be included in the relevant notice served on the tenant, but the Tenancy Management Team will make the tenant aware prior to any hearing taking place.

## **9. Former Tenants Arrears**

**Former Tenants are tenants who no longer live in the property allocated to them either because:**



- 1 they have terminated the tenancy by giving 28 days' notice or
- 2 they have left the property without giving notice, i.e. abandoned the property or
- 3 they have been evicted from the property.

All tenants, when terminating their tenancy, are advised in writing of all rent due up to the termination date and will be advised of the implications involved if rent arrears are not paid in full. Recovery action will commence when the status of the tenancy changes to former tenant.

Legal action to recover the arrears will be considered in cases where an assessment of the former tenant's financial circumstances, indicate that such action would be appropriate.

Where the arrears are in respect of a deceased tenant action will be limited to contacting the next of kin or executor to claim against the estate.

Where a debt is uneconomic to pursue or there is no prospect of recovery, the debt will be written off.

## **10. Garage, Garage Plot and Parking Bay Arrears**

Garage, garage plot and parking bay rent accounts that are in arrears are monitored by the Housing Assistant - Tenancy. As with tenancy arrears collection, early intervention is made and letters are sent when the account is in arrears for 2 weeks. Should the tenant fail to clear the arrears despite having been notified, a 'Notice To Quit' on the garage will be served.

If the account is not cleared at the expiry of the Notice To Quit, for council owned garages the locks may be changed on the garage and the tenant may be charged for this along with any costs for clearing the garage.

For garage plots the tenant may be charged for the demolition and clearance of the site.

For parking bays the former tenant may be charged for replacing the barrier keys.

## **11. Confidentiality and Data Protection**

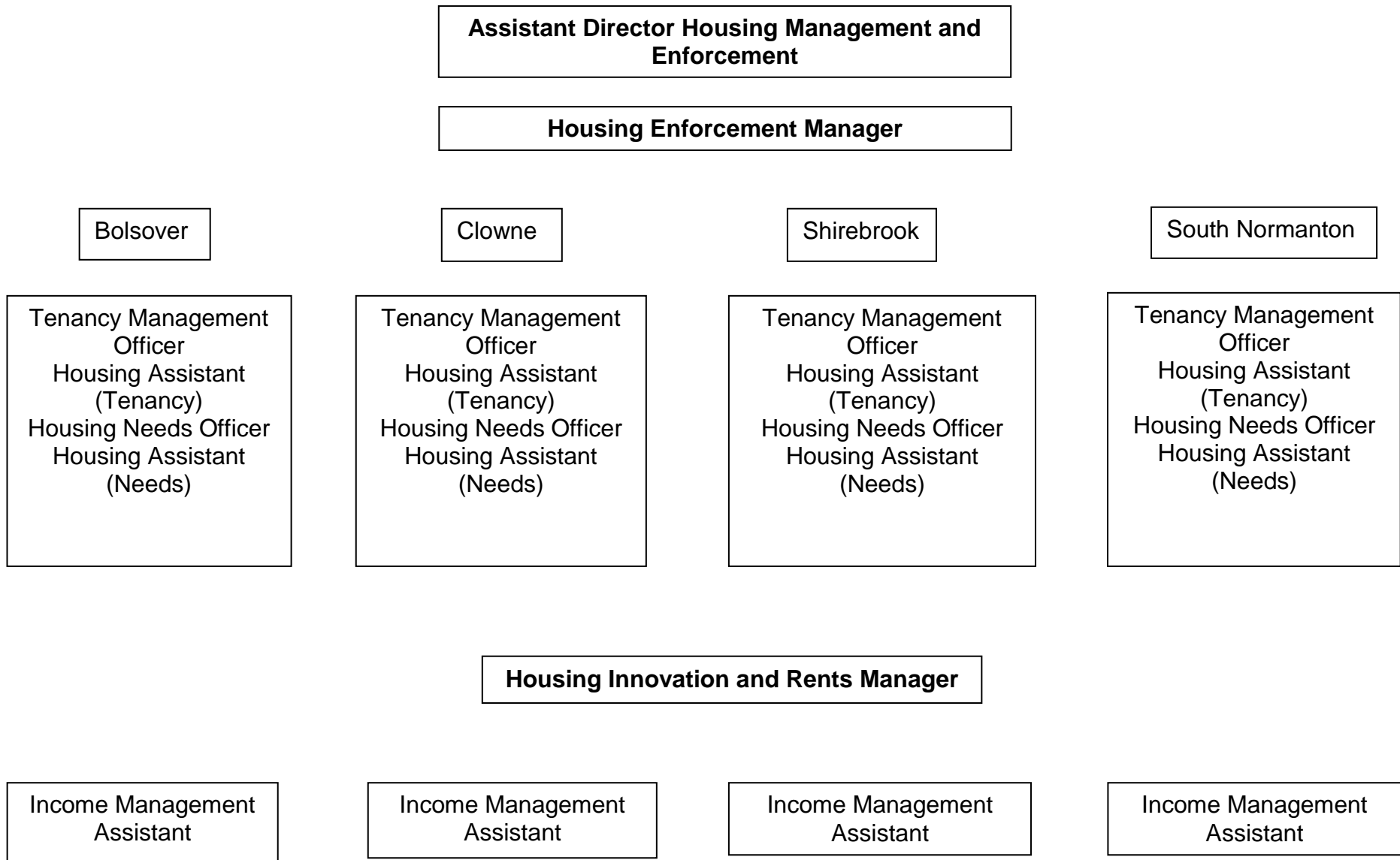
All office interviews will be carried out privately. The information held by the Council about a tenant's rent account will not be disclosed unless with the tenant's permission and/or in accordance with the relevant legislation. Tenant's information is used to manage their rent accounts, payments, arrears and provide relevant debt advice. It is also used to ensure tenancy conditions are complied with such as dealing with tenancy breaches, anti-social behaviour or fraud.

## **12. Equality Act duties**

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. 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. In order to establish if a tenant requires additional support or help, officers will undertake regular assessments of the tenant's personal circumstances, known as an Equality Act assessment, a copy of the form used can be found at Appendix 5.

**Appendix 1 – Tenancy Management**



Appendix 2 – Tenancy Agreement



# TENANCY AGREEMENT

## WELCOME NOTES

Your landlord is Bolsover District Council “the Council”. We would like to welcome you to your new home and neighbourhood. We hope that you will be very happy as a Council tenant.

This tenancy agreement sets out important information about your rights and responsibilities. It also tells you what the Council’s responsibilities are to you. When you sign this agreement it forms a legal agreement between you and the Council.

Please read this document carefully, or have someone read it to you, before you sign. If there is anything you do not understand please contact the Housing Management Team who will be happy to help. We can be contacted on 01246 242424 or via email [enquiries@bolsover.gov.uk](mailto:enquiries@bolsover.gov.uk)

If you have signed this agreement with someone else like your husband, wife or partner, you are a joint tenant. You are both jointly and individually responsible for all the conditions in this agreement.

If at any time you believe that you will not be able to comply with any aspect of this tenancy agreement, please contact the Housing Management Team straight away and they will be glad to offer advice and support.

If you do breach any of the conditions of this agreement we can take legal action against you. We may apply to court to repossess your Property. Before we take action you will be given the opportunity to discuss the matter with your Tenancy Management Officer. You will also be given the opportunity to correct the situation. Legal action may be taken in other circumstances for example if you stop using the Property as your home or if you gave false information when you filled out your application form.

You are responsible for informing us of any changes in your circumstances during the course of your tenancy, such as if you purchase a Property, gain a financial interest in a Property, or you gain or lose a household member. You must notify us about any new household member that comes to live with you, so that they can be added to your tenancy records as residing at your Property.

The Council will consult with tenants where you are likely to be substantially affected by proposed changes (other than rents and other charges)

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### 1. Definitions

**Alterations** – changes or additions to your home. This includes but is not limited to changing internal or external doors, replacing windows, fitting new kitchens or bathrooms, erecting garages, sheds, laying driveways or concrete, removing boundaries.

**Approved Hardstanding** – An area for parking vehicles within the Property (such as a car port or driveway) which has been granted prior approval by the Council and which is reached by a properly installed dropped kerb with any necessary highways and planning permission.

**Assignment** – legally transferring your tenancy, and the rights and obligations that go along with it, to someone else.

**Communal areas** –include internal areas such as hallways, stairs and entranceways and outside areas such as communal gardens, bin storage, pathways and car parks which are for the shared use of more than one Property.

**Communal Gardens** – shared garden areas that are for the use of all tenants of a block of flats or a group of properties.

**Family Pets** – a dog, cat, small caged animal or bird.

**Heating charge** – the part of your rent (if any) that covers charges for heating provided by the Council. Not everyone will have a heating charge.

**Joint tenancy/ tenant** – a joint tenancy occurs when more than one person signs up to and is named on the tenancy agreement. Both tenants are responsible for paying rent and complying with the tenancy agreement. If you are a joint tenant and there are rent arrears on your account the full amount can be claimed from either tenant. If one joint tenant serves Notice to Quit the tenancy will end for all tenants.

**Motor Vehicles** – includes cars, vans, motorbikes and any other powered vehicles including those with electric engines.

**Notice of Seeking Possession** – a formal notice served on you by the Council as a first step to end your tenancy if you have not complied with this agreement.

**Notice to Quit** – a formal notice to end your tenancy. It must comply with the legal requirements for a



## 2. Your Tenancy

Notice to Quit and be given to the landlord.

Property – your home including any outside areas that are for your sole use.

Rent – the total charge due for living in the Property as set out at paragraph 2.2

Service Charge – the part of your rent that covers charges for services or facilities that you benefit from. This charge is often made to tenants who benefit from common or shared facilities that require maintenance such as communal gardens, entrance ways or lifts. The Council has a service charge policy which sets out the basis of the charge in detail. Not everyone will have a service charge.

Succession – the process by which someone legally takes on the tenancy of a deceased family member.

The/your Property – the house/ flat or bungalow you are renting as described at paragraph 2.5 of this agreement.

We/us/the Landlord/the Council – refers to Bolsover District Council and anyone acting on its behalf.

You/the tenant – if you are a joint tenant ‘you’ or ‘the tenant’ refers to both tenants together and individually. Where appropriate it also covers people you are responsible for such as family members and visitors.

2.1 The tenancy commences on  day of  Two Thousand and . The first period of this tenancy will be from  to midnight on the following Sunday namely . Second and subsequent periods of this tenancy are from week to week commencing on the Monday immediately after the first period, namely .

2.2 The Current Weekly rent charges for the Property are:

Rent	£
Capital Service Charge	£
Heating costs	£
Special Service Charge	£
Support Charge	£
TOTAL	£

2.3 This tenancy agreement is between Bolsover District Council (“the Council”) and the “Tenants”

Name	Date of Birth	National Insurance Number
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

2.4 Other Household members:

Name	Date of Birth	Relationship to Tenant
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>



## 2.5 The address of the Property

is:

  
  
 Postcode 

If there are any gardens attached to the Property which are not communal and/or any garages within the curtilage of the Property these are included in the tenancy and you are responsible for the maintenance of them.

## 2.6 Type and size of Property:

House  Bungalow  Flat  Independent Living

Scheme Number of bedrooms

Garden: YES  NO  Position: Front  Side  Rear

## 3. Paying Your Rent

3.1 You must pay your rent and any other charges in full every week. You must pay your rent in advance and not in arrears. Payment of rent for the first period of this tenancy  will be £

After the first period you must pay rent in advance on or before the Monday of each week, this will be £

3.2 Your rent may be increased or decreased from time to time. You will be advised in writing at least 4 weeks before any rent change. This is called a Notice of Variation, the notice will also tell you of the right to end the tenancy if you do not accept the new rent level.

## 4. Using your Property

### Occupying your Property

4.1 You must occupy the Property as your sole or principle home.

4.2 If you will be away from your home for more than 28 days you must inform us so that we know the Property has not been abandoned. You must provide contact details so that you can be contacted while you are away from the Property and inform the Council of any persons residing in your Property while you are away who are not listed in your tenancy agreement. You must provide an intended date of return. If you are absent from your home for more than 28 days without telling us action may be taken to end this Agreement.

4.3 You must let us know who is living with you, their details and their relationship to you. You must update the Council when anyone listed in your tenancy agreement leaves the Property or if someone new moves in or a child is born.

4.4 You must comply with any Council Policies relevant to your tenancy.

### Subletting

4.5 You must not sublet, even temporarily, the whole or part of the Property. You will immediately lose your secure tenancy and we will take action to repossess the Property and/or prosecute you. The prevention of Social Housing Fraud Act 2013 criminalises the unauthorised subletting of your home and you could be liable.

### Lodgers

4.6 You can take in lodgers as long as your Property is not considered to be overcrowded and you have obtained written permission from the Council, to be renewed annually. A lodger is someone who lives in your home but was not part of your household when you first moved in. They do not have exclusive rights to any part of your home.

4.7 You will be responsible for the behaviour of any lodger who lives in the Property.

### Running a business, working or trading from the Property

4.8 You must get our permission before you or any other person begin running a business, working or trading from the Property. We will not refuse permission unreasonably.

4.9 We will not allow the following businesses to be run or operated from the Property:

- Repairing, re-spraying, valeting or trading in motor vehicles, boats, trailers, caravans or similar structures.
- Shops or wholesale businesses where customers would have to visit the Property.
- Any business or trade likely to cause nuisance or annoyance to other people or damage the Property, our land or communal areas.
- Any business or trade which involves using the Property or locality for any illegal or immoral purpose.
- Any business or trade using controlled substances such as chemicals.

4.10 If the Council do give you permission you must also have and maintain any necessary insurance, legal permissions including planning permission and an appropriate level of public liability insurance.

4.11 If any business, trade or work at the Property breaches any conditions of this agreement we will withdraw our permission. If we do this it must stop operating.



4.12 You, or anyone you are responsible for as the tenant, must not run a business, work or trade from:

- a. Any communal areas in our blocks of flats or maisonettes.
- b. Any of our garage blocks.
- c. Any land in the locality of the Property (e.g. parking or grassed areas).

4.13 You must not display any advertisement, sign or notice for your business without the prior written consent of the Council.

#### Condition of the Property

4.14 You must keep the Property

- a. In good condition, clean, tidy and in good decorative order.
- b. Free from anything likely to cause an obstacle to anyone, a fire risk, a health and safety hazard or structural damage.
- c. Free from pests or vermin and not encourage their presence.

4.15 You are responsible for decorating the inside of the Property.

4.16 You must not, or permit anyone to, damage, deface, dirty or graffiti on the inside or outside of the Property or any provided fixtures and fittings.

4.17 You must not paint the outside of the Property.

4.18 You will have to pay for any repair or replacement arising from any damage to your Property or any Council Property caused by you or people living in or visiting your Property. Your responsibilities are set out in the Rechargeable Repairs Policy.

4.19 You must take all reasonable steps to prevent damage to the Property by fire, frost, the bursting of water pipes or the blocking of drains.

#### Communal areas

4.20 You must keep the communal areas clean and tidy and free of personal belongings.

4.21 You must keep the communal areas and fire exits free from anything likely to cause an obstacle to anyone, a fire risk, a health and safety hazard or structural damage.

4.22 You must not tamper with, obstruct and/or create tripping or fire hazards or permit anyone to, damage, disable, dirty, deface or graffiti on anything of the Council, including equipment, in the communal areas and communal gardens. This includes:

- a. Door entry or emergency alarm equipment
- b. Lifts including the lift doors, machinery and control panels

- c. Firefighting and detection equipment and installations
- d. Gas, electricity and water supplies or meters
- e. Glass in panels and windows
- f. Sheds and storage areas
- g. Sprinkler systems
- h. Fire doors, fire equipment and fire escape routes

4.23 You must not use communal gardens for hot tubs, paddling pools, ponds, trampolines, sheds or similar.

4.24 You must not keep or charge a mobility scooter(s) in the communal areas or communal gardens.

#### Safety

4.25 You must not tamper or interfere with equipment for the supply of services e.g. gas and electricity or other security or safety equipment.

4.26 You must not tamper with, or permit anyone to, damage, disable, deface or graffiti on any of the following at the Property:

- a. Door entry or emergency alarm equipment.
- b. Smoke or heat detectors.
- c. Gas, electricity or water supplies or meters.
- d. Fire doors.

4.27 In flats and properties with shared facilities communal doors should not be jammed open.

4.28 You must not keep or use bottled gas, paraffin, petrol or any other dangerous or noxious material in your Property or in communal areas other than in small quantities necessary for normal domestic use.

4.29 You must not use or store dangerous, explosive or inflammable materials or substances in the Property, communal areas, or sheds and storage areas in blocks of flats.

4.30 You must not use portable oil, paraffin, gas cylinders/bottle cookers or heaters in the Property.

4.31 You must not make, bring anything into or store in your Property anything which is dangerous to you or others or which may cause or is likely to cause a nuisance to others.

4.32 You should only burn recognised and approved fuel for your heating appliance.

4.33 You must test smoke alarms and carbon monoxide (CO) testers and report any malfunction of safety equipment immediately.





4.34 You must not burn anything or have open flames within your Property.

#### Gardens and Boundaries

4.35 You must make sure that your garden is:

- a. Tidy with any hard surfaces kept clean.
- b. Free from vermin and pests.
- c. Free from stored or accumulated rubbish, furniture, household appliances or scrap metal.
- d. Free from dog faeces.

4.36 Lawns must be cut and hedges trimmed to a manageable level. Shrubs must not be more than 2m high. If the garden is overgrown and there is no good reason why you are unable to clear it, the Council may clear it and charge you for the work.

4.37 You must not cut down or remove any established tree on your Property without the Council's prior written permission, and you must seek permission from the Council prior to planting any new trees.

4.38 You must not enter onto any Property that has not been let to you as part of the Property that is subject to this Agreement.

4.39 You must get permission for any alteration or improvement to your home or in your garden before you undertake this work. Permission will be considered in line with the Council's Tenant's Alteration and Improvement Policy.

4.40 We will not unreasonably refuse permission and you must also obtain any necessary legal permissions (e.g. planning permission, building regulation approval and where appropriate, Gas Safe and Accredited Electrical Certification and in some instances party wall permission).

4.41 The boundary of the Property is determined by the Council. Our decision is final in the event of any dispute regarding our land or its boundaries.

4.42 You must not erect barriers and/or gates across shared access paths or walkways.

4.43 You are not allowed to erect walls or fences at the Property or alter, move or interfere with existing boundary features without the Council's written permission. If you breach this condition the Council shall have the right to reinstate the original boundaries and recover the costs of such work from you. You are responsible for maintaining any fences, boundaries and gates that are not adjacent to a public highway.

4.44 You must not burn waste in your garden or have bonfires.

4.45 You must not install a pond in your garden.

#### Pets and Animals

4.46 You may keep one dog and/or cat at the Property so long as the Property is not one that is accessed by a communal door e.g. flats. Where the Property is accessed via a communal door, or where you wish to keep anything other than one cat and/or dog or a permitted animal listed in 4.47 below (collectively called "Family Pets"), written permission must be sought from the Council prior to the animal being brought in to the Property.

4.47 You may keep Family Pets in your home subject to the conditions within this section. A Family Pet is considered to be a dog, cat, small caged animal or bird. You may also keep any small amphibians, fish, insects or reptiles, as long as they are kept only in a purposely designed tank or container.

4.48 You must not keep pigeons or chickens at your Property without permission.

4.49 You must not keep excessive numbers of small animals in your Property and you must ensure that appropriate animal welfare standards are met. Where Family Pets are being kept in unsuitable conditions, or where they are causing nuisance and annoyance to others, the Council reserves the right to revoke permission for you to keep them in the Property.

4.50 You must keep any Family Pets under control at all times and not permit them to damage the Property or any other Council Property or to cause any nuisance or annoyance to anyone else. You will be recharged for the costs of repairing any damage caused by your Family Pets or animals belonging to visitors to your Property.

4.51 If you keep a dog at the Property you must ensure that any outside space is kept clean of faeces and you must not allow them to foul any common areas.

4.52 You must ensure that no Family Pets or animal kept at the Property prevents an employee, contractor or agent of the Council gaining access to the front door of the Property.

4.53 You should not erect any structure for the housing of livestock, birds or animals without the Council's prior written consent.

#### Vehicles and Parking

4.54 You must not park or leave any motor vehicle, trailer, caravan or boat anywhere on the Property except on an Approved Hardstanding.

4.55 You must not park or leave any motor vehicle, trailer, caravan or boat on grass verges, communal grassed areas, gardens or any Council land used for amenity purposes.

4.56 The parking of vehicles by you must not in any way obstruct access to another Property,



service road, or prevent access for emergency vehicles.



4.57 Vehicles other than residents' daily use cars or personal vans may only be parked on a private drive or within the Property boundary where previously approved in writing by the Council and in such a way that they do not cause a nuisance to neighbours, road users or pedestrians.

4.58 You must only access your Property with a Motor Vehicle via a properly installed dropped kerb.

## 5. Repairs and Maintenance

5.1 You must notify the Council immediately if any repairs are required at the Property which are the Council's responsibility.

5.2 You are responsible for the repair, replacement and renewal of anything that does not form part of the structure or exterior of the Property and which is not an installation for the supply of

water, gas and electricity, sanitation or space and water heating including (but not limited to) the following items:

- a. the internal decoration or your Property.
- b. plugs to sinks, baths and wash hand basins and replacing toilet seats;
- c. plugs for electrical appliances;
- d. replacement light bulbs and tubes;
- e. replacement of fuses or resetting trip switches;
- f. keys;
- g. batteries for appliances;
- h. adjustments to central heating clocks;
- i. clearing blocked wastes to sinks, wash hand basins and baths and external gullies;
- j. replacement of cracked or broken glass;
- k. fences and gates unless adjacent to the public highway;
- l. cooking facilities;
- m. sweeping of chimneys;
- n. draining down water systems during periods of absence in the winter months;
- o. paths, other than those that serve the front and rear entrance to the Property.

5.3 You must pay the whole cost of any works or repair arising from any damage to the Property caused by you or anyone living in or visiting the Property.

5.4 You have an obligation to take care of the Property internally and externally, and in the case of flats or properties with shared facilities, all communal areas.

5.5 The Council will replace and renew as appropriate the items detailed below as soon as reasonably possible:



- a. the structure and exterior of the Property (including communal areas in the case of flats);
- b. the decoration of communal areas (this may be subject to a service charge);
- c. the fitting for the supply of water, gas and electricity;
- d. bathroom and toilet fittings (excluding toilet seats);
- e. room heating systems;
- f. water heating systems.

5.6 You must allow the Council and/or its contractors and/or agents access to your Property on 72 hours' written notice for the purposes of carrying out a Property inspection; inspecting for repairs, carrying out repairs, servicing equipment and/or for any other reasonable housing management purpose.

5.7 The Council reserves the right to enter the Property without notice in cases of emergency, and to carry out urgent repairs, where to fail to do so would lead to Property damage or where there is a risk to your health and safety or the health and safety of others. The Council will attempt to contact you prior to obtaining emergency access.

5.8 The Council reserves the right to enter onto your Property to fix, attach and maintain any wires, poles, cables, brackets, fixtures and fittings in, over or under the Property for the purpose

of supplying radio and television diffusion services to the Property or any other works at the Property.

5.9 The Council reserves the right to install and maintain and improve the cables wires fixtures or other equipment for the purpose of provision of emergency alarms security systems or fire detection.

5.10 The Council reserves the right to erect scaffolding at the Property for the purpose of carrying out works at the Property.

#### Alterations and Additions

5.11 Alterations, additions or installations to the Property must only be carried out with the Council's prior written permission and in accordance with the Council's Tenant's Alteration and Improvement Policy.

5.12 You must not erect any shed, garage, greenhouse or similar structure without the Council's prior written permission.

5.13 You must not undertake any permanent decorative finish (such as wood cladding, render or tiling) to the interior or exterior of the Property without the Council's prior written permission.



5.14 You must not install any security system or CCTV without permission and you must comply with relevant legislation.

contraband, benefit fraud, obtaining goods fraudulently, for sexual offences, or for the storage or

## 6. Nuisance and Anti-social behaviour

- 6.1 You must act reasonably and have consideration for your neighbours. We will not tolerate anti-social behaviour, harassment, or domestic abuse and we will take firm action to deal with those carrying out this unacceptable behaviour.
- 6.2 As a tenant you will be held responsible for any form of unacceptable behaviour carried out by you, your family, and any other people living at your home, and, friends or visitors to your home. You will also be held responsible if you incite, instruct, allow or encourage anyone to act for you.
- 6.3 You must make sure that you, your family, any other people living at your home, friends or visitors to your home do not:
- a. Cause, or behave in such a way as is likely to cause, harassment, alarm, distress, a nuisance, an annoyance, or disturbance to anyone within Bolsover District, including people in the locality of your Property and other tenants or residents, either directly or indirectly. This includes, but is not limited to, any direct or indirect communication by letter, telephone, text message, email or social media (such as Facebook or Twitter).
  - b. Cause or behave in such a way as is likely to cause harassment, alarm, distress, a nuisance, annoyance, or disturbance to anyone within Bolsover District including people in the locality of your Property, because of colour, race, ethnic origin, sexuality, disability, health, age, religion, culture, immigration status, gender, or for any other reason.
  - c. Engage in conduct which is detrimental to vulnerable individuals or groups of individuals including, but not limited to, the elderly, those with physical or mental health disabilities, or children.
  - d. Be violent or abusive, either physically or emotionally, towards anyone else in the locality.
  - e. Make threats, harass, be violent or abusive towards any Council employee, any contractor or anyone working on our behalf, any consultant or Councillor by any means either directly or indirectly, by letter, telephone, text message, email or social media (such as Facebook or Twitter) or any other electronic messaging service. This includes when you telephone or visit any Council office or office of Bolsover District Council, if you are visited at your home, or in any other situation.
  - f. Use your home or neighbourhood for any activity which is unlawful including, but not limited to drug dealing, drug production, use of illegal drugs, storing stolen goods or



keeping of illegal guns or other weapons. This clause applies irrespective of whether there is a prosecution and/or conviction of a criminal offence.

- g. Engage in any form of domestic abuse, including but not limited to coercive or controlling behaviour, physical, sexual, financial or emotional abuse. Such behaviour is unacceptable and will not be tolerated regardless of gender or sexuality.

Drugs, knives and other serious incidents

6.4 Neither you, nor anyone residing in or visiting your home, may do any of the following when in your home or in the neighbourhood:

- a. possess, use, store, keep, or produce drugs
- b. supply or offer to supply drugs to another person
- c. possess drugs with the intention of supplying them to another person
- d. possess, use, store, or keep knives or other weapons, other than for domestic use
- e. possess knives, implements or other weapons with the intention of supplying them to another person, other than for domestic use.

6.5 We will always consider applying for possession of your home (which would end your tenancy) if there is a breach of any part of this condition, and/or if you or a person residing in or visiting your home:

- a. is convicted of an offence of carrying an article with a blade or a point or an offensive weapon in a public place without lawful authority or reasonable excuse in the locality of your home
- b. is convicted of an offence of unlawfully and intentionally threatening another person with an offensive weapon or bladed article in a public place in the locality of your home
- c. is convicted of any firearms offence or imitation firearms offence
- d. is convicted of an offence of perverting the course of justice
- e. does co-operate with the police without good cause, if you have evidence of drug, gun or knife crime
- f. commit any offence relating to the Modern Slavery Act 2015
- g. does engage in any tenancy related support or referrals for support following any breaches of your tenancy agreement or attend any tenancy related support programmes following any breaches of your tenancy agreement
- h. is responsible for triggering any of the conditions as set out in Section 84A Housing Act 1985, enabling possession to be sought (Absolute Ground for Possession).
- i. Possession proceedings will be issued using an appropriate legal route and in all cases, you

should seek independent legal advice.



- 6.6 You must inform the Council if you have a firearms licence and are keeping a registered firearm at the Property.

## 7. Moving Home or Ending Your Tenancy

### Assignment

- 7.1 Assignments may only take place in limited circumstances set out by law:
- By mutual exchange – providing you have obtained written permission from the Council prior to the mutual exchange, and the person with who you are exchanging has also obtained written permission from their landlord. If you do not have our written consent this is an unauthorised assignment. We may take court proceedings against you.
  - Under certain court orders made under family law or civil partnership law.
  - To a person entitled to succeed to the tenancy provided that you have obtained written permission from the Council which will not be unreasonably withheld.
- 7.2 You must provide reasons why you would like the assignment to take place. Each assignment will be considered on a case by case basis and must not be carried out until approval has been obtained.
- 7.3 Certain tenancy changes will also be considered for secure tenants, such as a new joint tenancy being created with a person that would be capable of succeeding to your tenancy. Each request will be considered on a case by case basis.

### Succession

- 7.4 If you have a joint tenancy the surviving tenant will automatically take over the tenancy upon the death of the other joint tenant. The surviving tenant will be their successor and there will be no further right to succeed because succession can only happen once.
- 7.5 If you are a sole tenant who has not succeeded the tenancy, then your tenancy can be passed onto your spouse or civil partner as long as they are living with you when you die. If there is no spouse or civil partner then other members of your family can succeed to the tenancy if you die, providing they have lived with you for 12 months ending at your death.

### Giving Notice to end your tenancy

- 7.6 You must give the Council four full weeks' notice in writing to terminate this agreement.
- 7.7 You must return all keys to the Council on or before 10am on the date agreed by the Council that this Agreement ends.
- 7.8 You must give vacant possession of the Property.

- 7.9 Fixtures installed by the Tenant(s) with prior consent of the Council will become the Property of the Council. Unauthorised installations must be removed by the time this Agreement ends, a failure to do so will lead to the Council removing and recharging the Tenant in accordance with the Rechargeable Repairs Policy.

- 7.10 You must leave the Property in good repair and in a clean and tidy condition and shall permit the Council and its Agents access to the Property prior to the end of this Agreement in order for the Council to assess the condition of the Property and evaluate any works which may be necessary before the Property can be re-let to a new tenant.
- 7.11 You must pay for any repairs or replacement if damage has been caused to any Council Property or the Property, howsoever caused, prior to the keys being in the possession of the Council in accordance with the Rechargeable Repairs Policy.
- 7.12 Should it be necessary for the Council to do any work at the Property for clearance, cleaning or repairs then the Council reserves the right to charge the Tenant in accordance with the Rechargeable Repairs Policy.

### Termination by the Council

- 7.13 The Council reserves the right to seek to recover possession on the grounds set out in Schedule 2 of the Housing Act 1985 (as amended) for any breach of the tenancy after first giving the Tenant(s) Notice of its intention to apply to the Court for an order seeking possession of the Property.
- 7.14 The Council reserves the right to recover possession on the absolute ground for possession set out in section 84(A) Housing Act 1985 after giving the appropriate notice.

## 8. Notices

- 8.1 Notices to the tenant will be served at the Property address.
- 8.2 Notice to the Council should be served on Bolsover District Council by sending or delivering to Bolsover District Council, The Arc, High Street, Clowne, S43 4JY
- 8.3 Where notice is posted by first class post it will be deemed received 48 hours after posting.
- 8.4 Where notice is hand delivered to the address above before 4pm it will be received on that day.



## 9. Signature/declaration

9.1 By signing this tenancy agreement you confirm that you have read and understand the terms of this agreement. You are entering into a legal contract with the Council and agree to abide with the terms of the tenancy, and to accept that you are responsible for all breaches even if that were committed by someone else living with you, your children or visitors.

9.2 Tenants signature

Name of First or Sole Tenant	
Signature	
Date	

Name of Second and joint Tenant	
Signature	
Date	

9.3 Signed on behalf of the Landlord, Bolsover District Council

Name of officer signing on behalf of Council	
Position	
Signature	
Date	

## Equalities Policy Statement

Bolsover District Council is committed to equalities as an employer and in all the services provided to all sections of the community.

The Council believes that no person should be treated unfairly and is committed to eliminate all forms of discrimination in compliance with its Equality Policy.

The Council also has due regard to eliminate discrimination and to proactively promote equality of opportunity and good relations between persons of different groups when performing its functions.

### Access for All statement

You can request this document or information in another format or language by:

- ▶ Phone - 01246 242424
- ▶ Email – [enquiries@bolsover.gov.uk](mailto:enquiries@bolsover.gov.uk)
- ▶ BSL Video Call – a three way video call with us and a BSL interpreter. It is free to call Bolsover Derbyshire District Council with Sign Solutions, you just need wifi or mobile data to make the video call, or call into one of our Contact Centres.
- ▶ Call us with Relay UK - a free phone service for anyone who has difficulty hearing or speaking. It's a way to have a real time conversation with us by text.
- ▶ Visit to one of our offices at Clowne, Bolsover, Shirebrook and South Normanton





We speak your language **Bolsover**  
District Council

Polish

**Mówimy Twoim językiem**

Slovak

**Rozprávame Vaším jazykom**

Chinese

**我们会说你的语言**

If you require this publication in **large print** or another format please call us on **01246 242424**

Designed by Bolsover District Council 22-734





## **Appendix 3 - Rent Arrears Recovery Procedure**

The arrears process is followed as set out in this policy, and the computer systems used by the department have been designed to follow the stages for all accounts that are in arrears. The arrears process programs are run weekly and for each case the computer system will suggest the next stage where appropriate, unless an agreement is in place and this has not been broken. This process is referred to as an extract. At each contact with the tenant we will strive to make an arrangement with the tenant to pay the rent and arrears, and if appropriate make referrals to agencies that can assist with money management and debts.

If the tenancy is a joint tenancy then individual letters and rent statements will be sent separately to each tenant.

### **Income Management Assistants**

The aim of the Income Management Assistants is to prevent a case escalating to court action. By having early engagement with tenants, assistance can be given to maximise benefit entitlement and support those who may be vulnerable.

- The first arrears extract  
Accounts are checked to make sure the tenant(s) is not a monthly payer. If payments are not being made or the incorrect amount is being paid then an Arrears Reminder 1 (ARR1) letter will be sent. This is sent to anyone who hasn't made a prior arrangement. This case will be moved to the ARR1 stage and will be recorded automatically on the computer system.
- If, after two further extracts no payment has been made or any contact from the tenant(s) has been received then telephone contact will be attempted, this may take the form of a text message. An email may be sent if the email address is known and the tenant has agreed for us to contact them using this method. The tenant(s) will be advised and encouraged to set up an arrangement to pay.

If the tenant(s) made an incorrect payment they will be encouraged to make the correct payment. The case will be moved to the TEL1 stage and will be recorded automatically on the computer system

- In the next extract, the account is monitored for payments. The account will be checked if this is a regular monthly payer. If this is the case this will be recorded as such on the computer system.

If no payment has been made or any contact from the tenant(s) has been received then an Arrears Reminder 2 (ARR2) letter will be sent. This case will be moved to the ARR2 stage and will be recorded automatically on the computer system.

- If, after two further extracts, no payment has been made a visit will be carried out to those still in arrears unless they are keeping to an agreed arrangement. A record of this visit will be kept on the computer system.

At the visit the Tenancy Checklist will be completed on the officer's tablet which will automatically update the computer system. The aim of this will be to check the details of the tenant(s) and other occupants of the household and if there are any vulnerabilities / disabilities or experiencing any other issues we are not aware of. An action plan will be agreed if any issues are reported.

Referrals will be made to money advice agencies or Social Care as agreed or as required. Referrals and signposting can also be made to the Citizens Advice Bureau and Derbyshire Law Centre. This case will be moved to the VISI stage and will be recorded automatically on the computer system.

- In the next extract, if the account is still in arrears the Pre Notice Warning (PNSP) letter will be produced. At all stages of the arrears process it is important that we attempt to engage with tenants and if the attempts to engage with the tenants on the VISI stage was unsuccessful then the PNSP will be hand delivered. However if the VISI stage was successful but the account is still in arrears or the agreed arrangement is not being kept then the PNSP can be delivered by the postal service. This case will be moved to the PNSP stage and will be recorded automatically on the computer system.
- The Income Management Assistant will look at all cases at the PNSP stage and complete and sign the Equality Act Assessment using information stored on the computer system, paper records that have been downloaded onto the Housefile, and their direct knowledge of the tenants.
- After two further extracts, the Income Management Assistant will decide if it is appropriate for the Notice of Seeking Possession (NSP) to be prepared. This will be handed to the Tenancy Management Officer along with the Equality Act Assessment for their authorisation and signature.
- The NSP is hand delivered by the Income Management Assistant or another officer if appropriate. A certificate of service is completed and kept on the housefile. This case will be moved to the NSP stage and will be automatically recorded on the computer system. Where there are joint tenants, a NSP must be served on each.
- After two further extracts, contact is attempted via telephone with the tenant(s). This may take the form of a text message. An email may be sent if the address is known. The tenant(s) will be advised and encouraged to set up a payment plan or they would run the risk of being entered into court for the Council to seek possession of their home. The tenant will also be reminded that a Notice of Seeking Possession has already been served, the matter is serious and is the first step towards potential court action. The case will be moved to the Pre Court Telephone Contact PCTEL stage.

For each case, the computer system will suggest the next stage where appropriate unless an agreement is in place and this has not been broken. At each contact with the tenant we will strive to make an arrangement with the tenant to pay the rent and arrears.

- After the Notice of Seeking Possession is served and the Pre Court Telephone Contact has taken place the Income Management Assistant will start to work on the case with the Tenancy Management Officer and they will discuss any potential legal action against the tenancy.
- If the tenant(s) is still not paying then a Court Warning letter will be sent. Included in this will be a copy of the Pre-Action Protocol for Possession Claims by Social Landlords which is produced by the Ministry of Justice.
- A referral will be made to the Homeless Triage Officer by email. This case will be moved to the COURW stage and will be automatically recorded in the computer system and the case will be passed to the Tenancy Management Officers.
- The court application stage (COURA) will be the next suggested stage, 2 weeks after the COURW stage was committed.

### **Direct Debit Payers**

All tenants paying by direct debit are covered by the Direct Debit guarantee which sets down the guidelines which we must follow to enable us as a landlord to use this service.

If a direct debit is returned to us a “refer to payer” then we must write to the tenant advising them of this. At the stage a direct debit is returned for the first time the account could be up to 4 weeks in arrears, we will try and make contact with the tenant by telephone to either obtain payment or come to an arrangement. If this contact is unsuccessful a DDARR1 is sent out. This letter informs them of the returned direct debit and gives them \*\* days in which to make the payment.

Should the direct debit be returned for a second time as “refer to payer” and the first missed payment has not been made we will again try and make contact by telephone to obtain payment or make an arrangement. If this attempt is unsuccessful and the account could be up to 8 weeks in arrears a DDARR2 is sent out. This letter informs them that the Council, as a landlord, has now cancelled their right to pay by direct debit.

From this point the usual arrears procedure will be followed commencing with the VISI stage.

Should the tenant already be subject to a Notice of Seeking Possession or Court Order then the Tenancy Management Officer will be consulted and the next arrears stage will be agreed with them.

## Tenancy Management Officer

The aim of the Tenancy Management Officer is to prevent the tenant(s) being evicted. By continuing to engage with tenants to address rent arrears we hope to prevent the need for court action and possible eviction.

- A copy of the existing Equalities Act Assessment will be made available. This will be updated and signed by the Tenancy Management Officer and a decision made as to whether the tenant(s) will be entered into court and the details input onto the Possession Claim Online system (PCOL). The case will be moved to the Court Application (COURT) stage when the PCOL information is completed. This will be automatically recorded on the computer system.
- Once input on PCOL the following documents will be produced
  - Letter for tenant(s) to confirm the date of the hearing
  - Witness Statement
  - Rent Statement for both court and the tenant(s)

The following documents will be provided to court

- Witness Statement
- Rent Statement
- Copy of the letter sent to the tenant(s) to confirm the date of the hearing
- Copy of the Notice of Seeking Possession
- Copy of the Tenancy Agreement

The following documents will be provided to the tenant(s)

- Letter for tenant(s) to confirm date of the hearing
  - Information leaflet explaining the court process and possible outcomes
  - Rent Statement
  - Copy of the Notice of Seeking Possession
  - Copy of the Tenancy Agreement
- After the court application has been submitted and before the court date a further visit will be made to the tenant(s) and the extract will prompt the VISPC stage.
  - Prior to the court date it will be decided what order will be requested at the hearing. This decision can be made by the Tenancy Management Officer or in consultation with the Housing Enforcement Manager.
  - A further copy of the existing Equalities Act Assessment will be made and this will be updated and signed by the Tenancy Management Officer.
  - Following the court hearing the case will be moved to the relevant stage depending on the outcome, this will be automatically recorded on the computer system.

## Possible Court Outcomes

The possible court outcomes are as follows:

- OPOS           Outright Possession
- SPO            Suspended Possession Order
- ADJDS         Adjourned for a specified amount of days
- ADJTS         Adjourned on Terms
- ADJLIB        Adjourned with Liberty to Restore
- COSTS         Costs Only Order
- WTHDS         Withdrawn

### Outright Possession Order (OPOS)

An outright possession order specifies the date by which a tenant is required to leave the property. The date is usually 14 days after the order is made. A tenant can ask for the date for possession to be delayed for a maximum of 6 weeks if it would cause them hardship to leave earlier.

Once the time period of the Outright Order has expired an application for a warrant of Possession of Land can be made.

A letter will be sent to the tenant(s) confirming the order obtained, and advising where they can seek assistance for rehousing. The details of the court order will be input into the computer system. Any court costs will be added to the rent account.

The Equalities Act Assessment (EAA) will be updated and a decision made as to whether the warrant will be applied for. This decision can be made by the Tenancy Management Officer or in consultation with the Housing Enforcement Manager.

The Housing Enforcement Manager must sign the EAA prior to the application of the warrant. If the warrant is to be applied for the case will be moved to the Apply for Warrant (AWAR) stage.

### Suspended Possession Order (SPO)

A possession order may be granted but suspended on terms. The tenant(s) is allowed to remain so long as they adhere to the terms.

A letter will be sent to the tenant(s) confirming the order obtained and setting out the terms for compliance and consequence of the breach. The details of the court order will be input into the computer system which will create a court arrangement and the case will be moved to the Court Arrangement Made (CAMS) stage. Any court costs will be added to the rent account.

The system will monitor this arrangement. If the tenant is making the correct payments no action will be suggested. If the tenant is not making the correct payments it will suggest the Court Arrangement Broken (CAMF) stage.

#### Adjourned for a specified amount of days (ADJDS)

The Court may adjourn the determination of a case for a specified amount of days e.g. when a Housing benefit or Universal Credit claim is being processed.

A letter will be sent to the tenant(s) confirming the order obtained, and if appropriate tell the tenant(s) what they need to do before the next hearing. This case will stay at the ADJDS stage until the amount of days given in the court order has expired when there will be a new hearing.

If the date has not been set by the court this will have to be followed up with the court. If the hearing has been set the case will be moved to the Adjourned Hearing (ADJHE) stage and the details input.

Once the Adjourned hearing has been conducted the court outcome will be recorded and the relevant stage selected.

#### Adjourned on Terms (ADJTS)

On occasion the court may adjourn for a specified amount of time, as set out above, but also require that the tenant(s) adhere to specific terms e.g. payment of rent or contributions to rent.

A letter will be sent to the tenant(s) confirming the order obtained and explain what terms they are required to adhere to. The details of the court order will be input into the computer system which will create an adjournment arrangement and the case will be moved to the Adjourned on Terms Arrangement Made (ADJAR) stage.

The system will monitor this arrangement and suggest the Re-list (RLISTS) stage if the payments are not made correctly.

#### Adjourned with Liberty To Restore (ADJLIB)

A possession claim can be adjourned generally with liberty to restore the claim at a later date. This is often on terms. A letter will be sent to the tenant(s) confirming the order obtained and if required any terms. This case will stay at the ADJLIB stage whilst the payments are being monitored.

Whilst the payments are being made correctly there is no further need for action and the case will remain at this stage.

If the payments are not being made correctly and it has not gone past the date when this can be applied for, a decision will be made as to whether an application to restore the possession claim is needed. This decision can be made by the



Tenancy Management Officer or in consultation with the Housing Enforcement Manager.. This application will be made via the PCOL system.

If the hearing is applied for, once the date is received, this case will be moved to the ADJHE stage.

Once the adjourned hearing has been conducted the court outcome will be recorded and the relevant stage selected.

#### Costs Only Order (COSTS)

A letter will be sent to the tenant(s) confirming the order obtained and costs will be added to the rent account.

The payments for the rent account will have to be monitored and any credit balances transferred to the court costs account. An email will be sent to the Income Management Team to transfer the credit.

#### Withdrawn (WTHDS)

A letter will be sent to the tenant(s) confirming the order obtained. The letter must include the reasons for the withdrawal from court and the terms of the agreement if one has been made.

#### Court Arrangement Broken (CAMF)

The CAMF stage will be suggested if the Suspended Possession Order is not being kept to.

The Behind on Court Order (BCAM) stage can be used to remind tenant(s) of their court order obligations once they have breached them and give them the opportunity to catch up with them. The moving to this stage will be completed manually. The letter will include details of the court order, the amount of rent and how far behind the tenant is with the court order.

The Last Chance Appointment (LCAP) stage can be used to remind tenants of their court order obligations by discussing the situation with the Tenancy Management Officer and to give them the chance to catch up with their obligations. The moving to this stage will be completed manually. The letter will include details of the appointment made.

If the tenant(s) does not comply with the terms of the court order once the reminder has been given then the EAA will be updated and a decision made as to whether the warrant will be applied for. This decision can be made by the Tenancy Management Officer or in consultation with the Housing Enforcement Manager.

The Housing Enforcement Manager must sign the EAA prior to the application of the warrant. If the warrant is to be applied for the case will be moved to the Apply for Warrant (AWAR) stage.

## Warrant Application (AWAR)

If there is not a suspended warrant already in place an application for a warrant will be completed via PCOL. The details of the warrant application will be input onto the system. The case will remain at this stage until the date is confirmed by the bailiff.

If the warrant is already suspended and it has been no longer than one year since it was suspended, there will be an application to re-issue the warrant. The details of the warrant application will be input onto the system. The case will remain at this stage until the date is confirmed by the bailiff.

If the warrant is already suspended and it has been longer than one year since the warrant was suspended then a new application will have to be made. The details of the warrant application will be input onto the system. The case will remain at this stage until the date is confirmed by the bailiff.

The Tenancy Management Officer must complete a Bailiff's confirmation of date court form and a risk assessment, which must be filed at court.

Once the date is confirmed this will be moved to the Bailiff Date Confirmed (BALC) Stage.

This date also needs to be confirmed with the tenant(s). The case will be moved to the Confirm Bailiff Date with Tenant (CBAL), this will generate a letter.

The Tenancy Management Officer must make arrangements for any support required at the eviction (e.g. Police, Enforcement Rangers) and the lock change to be completed.

## Tenant Application 1

At any time after the tenant(s) is informed of the eviction date up to the actual eviction, the tenant(s) can apply to the court for an application to suspend the warrant. The court will deal with this matter at a hearing. When the court contacts the Council to inform us of this hearing the case will be moved to the TAPP stage.

There are 3 potential outcomes to this hearing

- Tenant(s) application is dismissed
- The warrant is suspended on terms, indefinitely
- The warrant is suspended on terms with a review date in the future. This is often when the tenant(s) is required to make payment or submit additional information to assist with a benefit claim.

If the application is dismissed the eviction will be executed as arranged. If the warrant is suspended then the case will move to the Warrant Suspended on Terms (WSUS) stage.

### Warrant Suspended on Terms (WSUS)

A letter will be sent to the tenant(s) confirming the order obtained and any terms they need to adhere to.

The details of the court order will be input onto the computer system which will create a court arrangement and the case will be moved to the Warrant Arrangement (WARM) stage.

The system will monitor this arrangement. If the tenant is making the correct payments no action will be suggested. If the tenant is not making the correct payments it will suggest the Warrant Arrangement Failed (WARF) stage.

### Warrant Arrangement Failed (WARF)

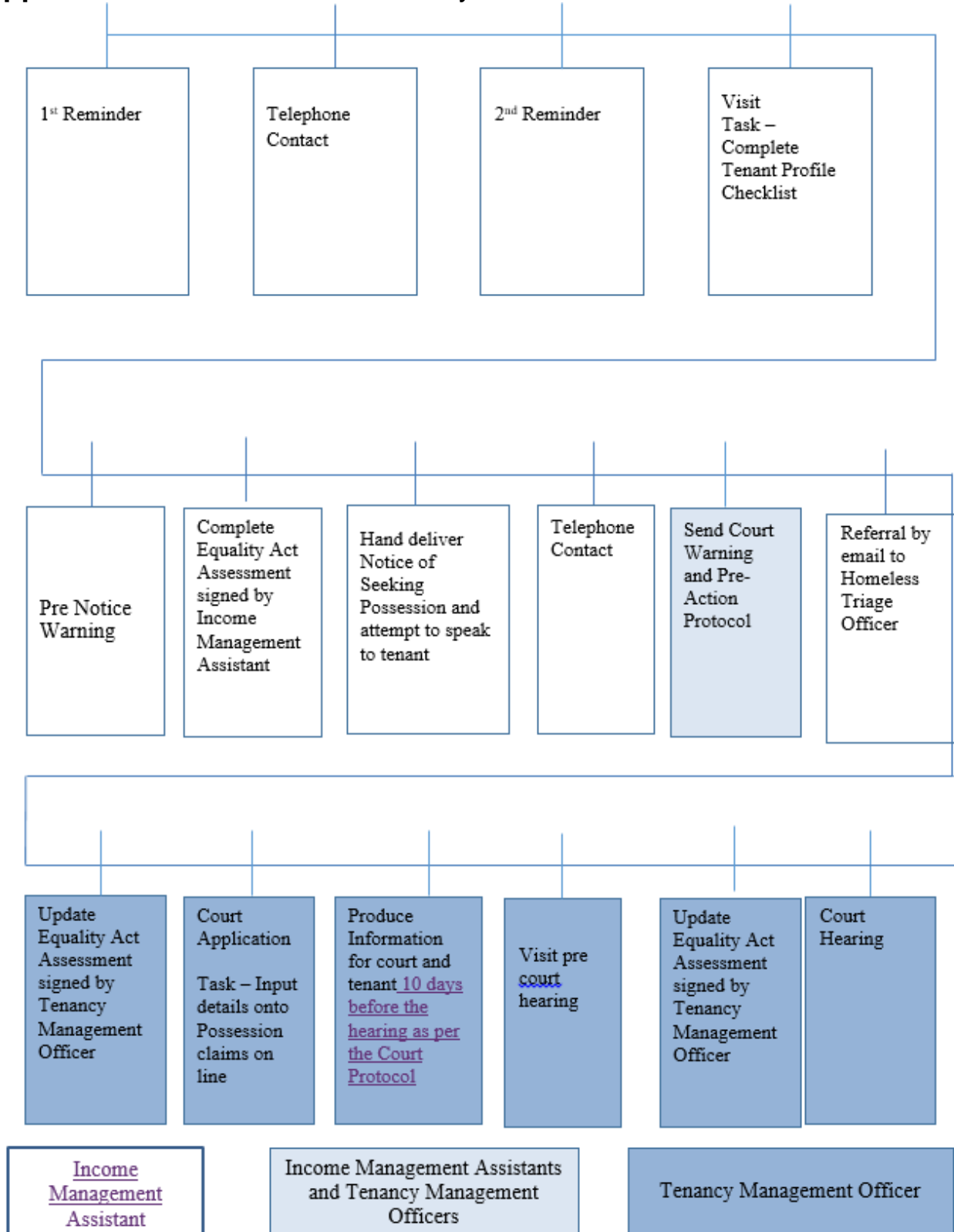
If the warrant is to be applied for, the case will be moved to the Apply for Warrant (AWAR) stage.

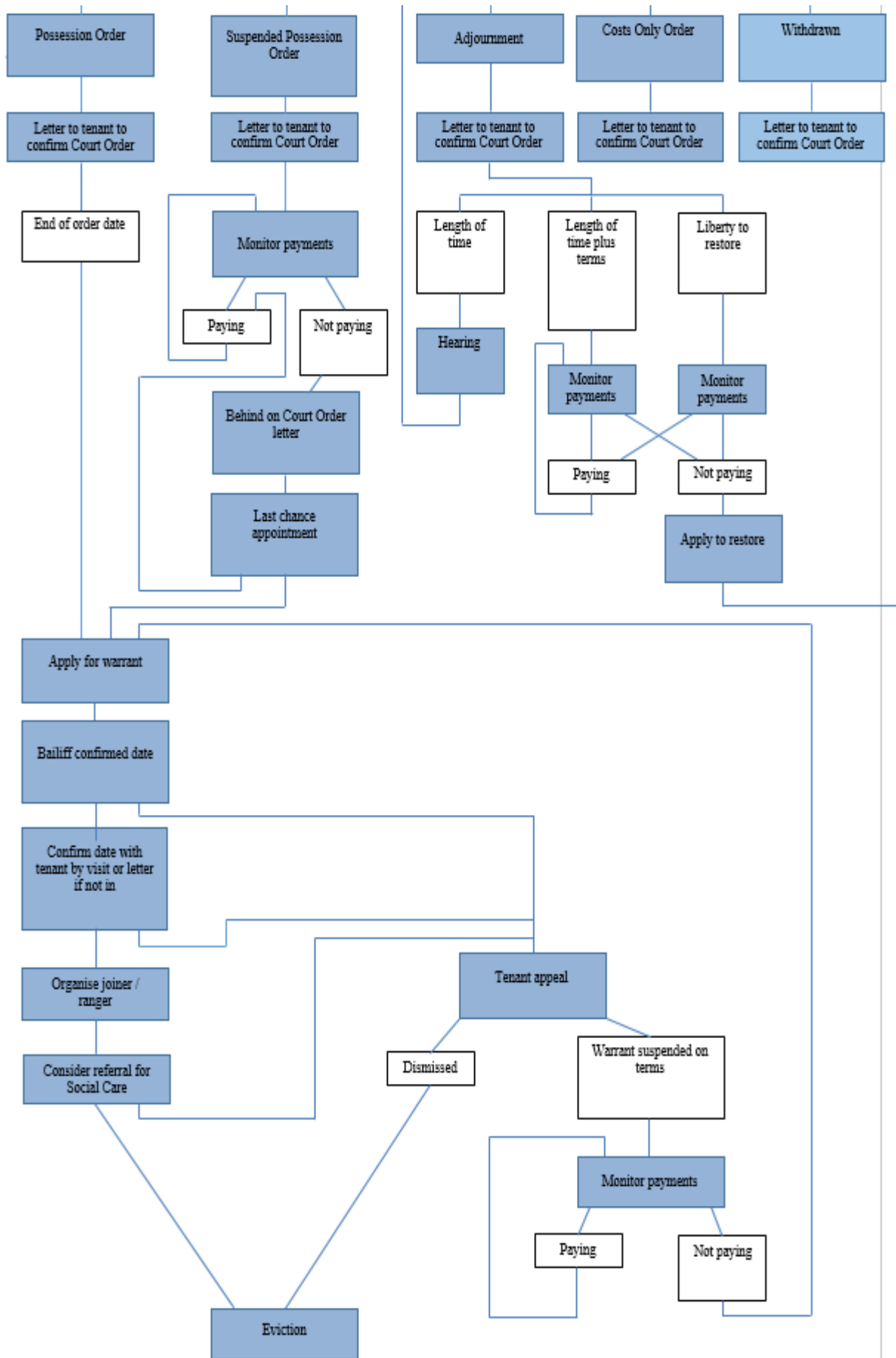
### Arrangements

Once an arrangement is made with the tenant(s) the details will be input into the computer system. The system will monitor the payments. If the payments are made correctly then the system will not prompt any further action or change of stage.

If the arrangement is broken because the payments have not been made correctly the system will return the case back into the rent arrears procedure and prompt the relevant stage.

## Appendix 4 - Rent Arrears Recovery Procedure – Flowchart





## Appendix 5 – Equality Act Assessment

### EQUALITY ACT 2010 – CASE ASSESSMENT

<b>Tenant/s Name/s:</b>			
<b>Property address:</b>			
<b>Tenancy Type:</b>	<b>Introductory</b> <input type="checkbox"/> <b>Secure</b> <input type="checkbox"/>	<b>Tenancy start date:</b>	
	<b>Other</b> <input type="checkbox"/>		
<b>Total number of occupants:</b>		<b>Of which under 18:</b>	
<b>Reason for action:</b>	<b>Rent arrears</b> <input type="checkbox"/> <b>ASB</b> <input type="checkbox"/> <b>Other tenancy breach</b> <input type="checkbox"/>		

<b>Assessment commencement date:</b>		<b>Assessment update date:</b>	
--------------------------------------	--	--------------------------------	--

**Does the tenant have any protected characteristics, and/or vulnerabilities or warning markers:**

<input type="checkbox"/> <b>Age</b>	<input type="checkbox"/> <b>Children safeguarding</b>
<input type="checkbox"/> <b>Disability</b>	<input type="checkbox"/> <b>Adult safeguarding</b>
<input type="checkbox"/> <b>Gender reassignment</b>	<input type="checkbox"/> <b>Hoarding</b>
<input type="checkbox"/> <b>Marriage / civil partnership</b>	<input type="checkbox"/> <b>Substance misuse</b>
<input type="checkbox"/> <b>Pregnancy / maternity</b>	<input type="checkbox"/> <b>ASB victim</b>
<input type="checkbox"/> <b>Race</b>	<input type="checkbox"/> <b>Asylum seeker / refugee</b>
<input type="checkbox"/> <b>Religion or belief</b>	<input type="checkbox"/> <b>Interpreter required</b>
<input type="checkbox"/> <b>Sex</b>	<input type="checkbox"/> <b>Physical / mobility issues</b>
<input type="checkbox"/> <b>Sexual orientation</b>	<input type="checkbox"/> <b>Other – specify below</b>
<input type="checkbox"/> <b>Bankruptcy / debt relief order</b>	
<input type="checkbox"/> <b>Literacy support needs</b>	

**Provide details below:**

--

**Are there any occupants with protected characteristics / vulnerabilities that will impact on the tenant's ability to maintain a tenancy – if YES provide details below (if no put 'N/A')**

--

<b>How were we made aware of the protected characteristic / vulnerability</b>	<input type="checkbox"/> <b>Verbally from tenant</b> <input type="checkbox"/> <b>From other agency / professional</b> <input type="checkbox"/> <b>From housefile</b> <input type="checkbox"/> <b>Other</b>
<b>Do we have written confirmation of the protected characteristic / vulnerability</b>	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>
<b>Has the tenant explained how their protected characteristic / vulnerability affects them paying their rent / adhering to the terms of their tenancy / causing ASB</b>	<input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>Yes – give details below</b>
<b>Could the reason for the arrears / tenancy breach / ASB be attributed to the protected characteristic / vulnerability</b>	<input type="checkbox"/> <b>No</b> <input type="checkbox"/> <b>Yes – give details below</b>
<b>Is the tenant's health and safety at risk</b>	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>
<b>Is anyone else's health and safety at risk</b>	<input type="checkbox"/> <b>Yes</b> <input type="checkbox"/> <b>No</b>
<b>Any other comments</b>	

<b>Set out details below of relevant information – and whether you believe that the action being considered / taken is proportionate:</b>
<b>Give details of information regarding the tenant's protected characteristics / vulnerabilities with relevant dates of discussions / actions etc.</b>

--

**Contact log:**

<b>Date</b>	<b>Type of contact (e.g. letter / visit / phone call)</b>	<b>Relevant details (e.g. voicemail left asking for call back)</b>
<b>Example: 01.02.2022</b>	<b>Home visit</b>	<b>Completed referral form and discussed up-and-coming court case Left voicemail asking for call back and asking how court went</b>
<b>04.02.2022</b>	<b>Telephone call</b>	

<b>Lead officer</b>			
<b>Signed</b>		<b>Dated</b>	
<b>Housing Enforcement Manager</b>			
<b>Signed</b>		<b>Dated</b>	



**Guidance Notes**  
**Equality Act 2010**

***If a tenant has protected characteristics / vulnerabilities it does not mean we cannot take legal action, however we must be able to show that the treatment is a proportionate means of achieving a legitimate aim***

***This assessment will help to evidence that we have conscientiously focussed on our statutory requirements, the Act and the tenant's needs.***

**Protected Characteristics**

**AGE**

- A reference to a person who has a particular protected characteristic is a reference to a person of a particular **age group**.
- A reference to persons who share a protected characteristic is a reference to persons of the **same age group**.
- A reference to an age group is to a group of persons defined by reference to age, whether by reference to **a particular age or to a range of ages**.

**DISABILITY**

A person (P) has a disability if P has a physical or mental impairment, and the impairment has a substantial and long-term adverse effect on his ability to carry out normal day-to-day activities

- Substantial means it must have more than a minor effect. The condition does not have to stop a person from doing something completely but it must make it more difficult
- Long-term means it must have an adverse effect for 12months OR likely to last longer than 12months OR likely to last the rest of a person's life if their life expectancy is less than 12months

**GENDER REASSIGNMENT**

A person has the protected characteristic of gender reassignment if the person is: "proposing to undergo, is undergoing or has undergone a process (or part of a process) for the purpose of reassigning the person's sex by changing physiological or other attributes of sex.

***MARRIAGE & CIVIL PARTNERSHIP***

All persons who are married or in a civil partnership have the protected characteristic of marriage and civil partnership. For the purposes of protection under the Equality Act:

- Marriage covers any formal union which is legally recognised in the UK as a marriage. Therefore, marriage between a man and a woman and between a same-sex couple are covered.
- A civil partnership under the *Civil Partnership Act 2004* is between same sex partners and, since 2 December 2019, opposite-sex partners in England and Wales and, since 1 June 2021, opposite-sex partners in Scotland (see *Civil partnerships between opposite-sex couples*).

Single people and people in relationships outside of marriage or civil partnership (whether or not they are cohabiting) do not have this characteristic. Nor, according to the explanatory notes, do divorcees or people whose civil partnerships have been dissolved.

***PREGANCY AND MATERNITY***

***NB there is no definition / explanation under the Equality Act of pregnancy and maternity***

## **Appendix 6 - Former Tenancy Arrears Recovery Procedure**

All tenants when terminating their tenancies are encouraged to pay any outstanding arrears of rent and will be advised of the implications involved if rent arrears are not paid in full by the time the tenancy ends.

Former tenants in arrears unable to clear the sum due by the tenancy end date will be encouraged to agree a repayment plan that is affordable and sustainable.

Within 14 days of identifying arrears, consideration will be given to the best course of action, taking into account the level of the debt, if we have a forwarding address and whether the tenant is deceased. At this point where no forwarding address is available the trace process begins. This will include checks with utility companies, electoral registration and other contacts available through our records.

### **Notice of Termination Received**

When a tenant submits a Notice of Termination of Tenancy to us we will check the balance on the rent account and provide the tenant with a statement detailing the amount due to be paid upon the date of the termination.

We will record tenant's new addresses and telephone numbers on our system so that we are able to make contact with them should payment not be made.

We will seek an agreement from the tenant for payment of the amount due by the date of termination of the tenancy.

### **Tenancy Ended**

When the tenant(s) returns the keys for the property we will check the balance on the account and ask the tenant for payment or an arrangement for payment of any balance.

The rent account will be checked for the forwarding address or contact number. If a phone number is available this will be tried and if possible a forwarding address will be obtained from the tenant.

### **Stage One - First Letter**

Within 14 days of the account terminating FTA1 will be sent to all customers requesting payment or contact within 14 days.

If the customer is deceased the letter FTADEC will be sent to the executors or next of kin informing them of the debt and requesting payment from the estate.

Should the customer have been unable to clear the account in full, either because there is no estate or due to financial difficulties a reasonable offer of repayment will be accepted, taking into account income and expenditure. An arrangement is more likely to be adhered to if it is reasonable and affordable.

## **Stage Two - Second Letter**

If no response is received after 14 days, tenants owing £25.00 or more will be issued with a reminder letter giving them a further 7 days to make full settlement. This letter will give the former tenant details of the action we will take if the account is not cleared within 7 days. Balances of less than £25.00 will be written off.

## **Stage Three – Council Tax checks**

For balances over £25.00 checks are made to the Council Tax section to see if they have a forwarding address.

## **Stage Four – Consideration for Write-Off**

If the case is returned from the Council Tax section as no trace, a decision will be taken at this stage whether to write-off the debt taking into account the following:

- Do we know where the tenant lives?
- The tenant(s) are deceased and have left no estate
- The tenant(s) are in long term hospital care or serving a long term prison sentence
- Where the debt is £25.00 or less after receiving the first former tenant arrears letter
- Where the debt is £25.00 or less after receiving the first and second reminder letters
- The age of the debt
- Level of the debt

The process of writing-off former tenant's arrears or credit balances is an accounting procedure and this does not mean that the tenant's liability has ended. If staff become aware of the current whereabouts of a former tenant then recovery will still be pursued.

Likewise should a former tenant make a claim for repayment of credit balances then we are required to reimburse that former tenant.

## **Stage Five – Recovery through the County Courts**

There are a number of methods of recovery through the County Courts, depending on the level of arrears and if a Judgement has already been obtained.

### **Judgement in Force**

- Request an Attachment of Earnings, if the customer is in employment
- Third party Debt and Charging Order, if the customer holds a bank account or owns property
- Warrant of Execution, if the customer has worthwhile assets

### **No Judgement in Force**

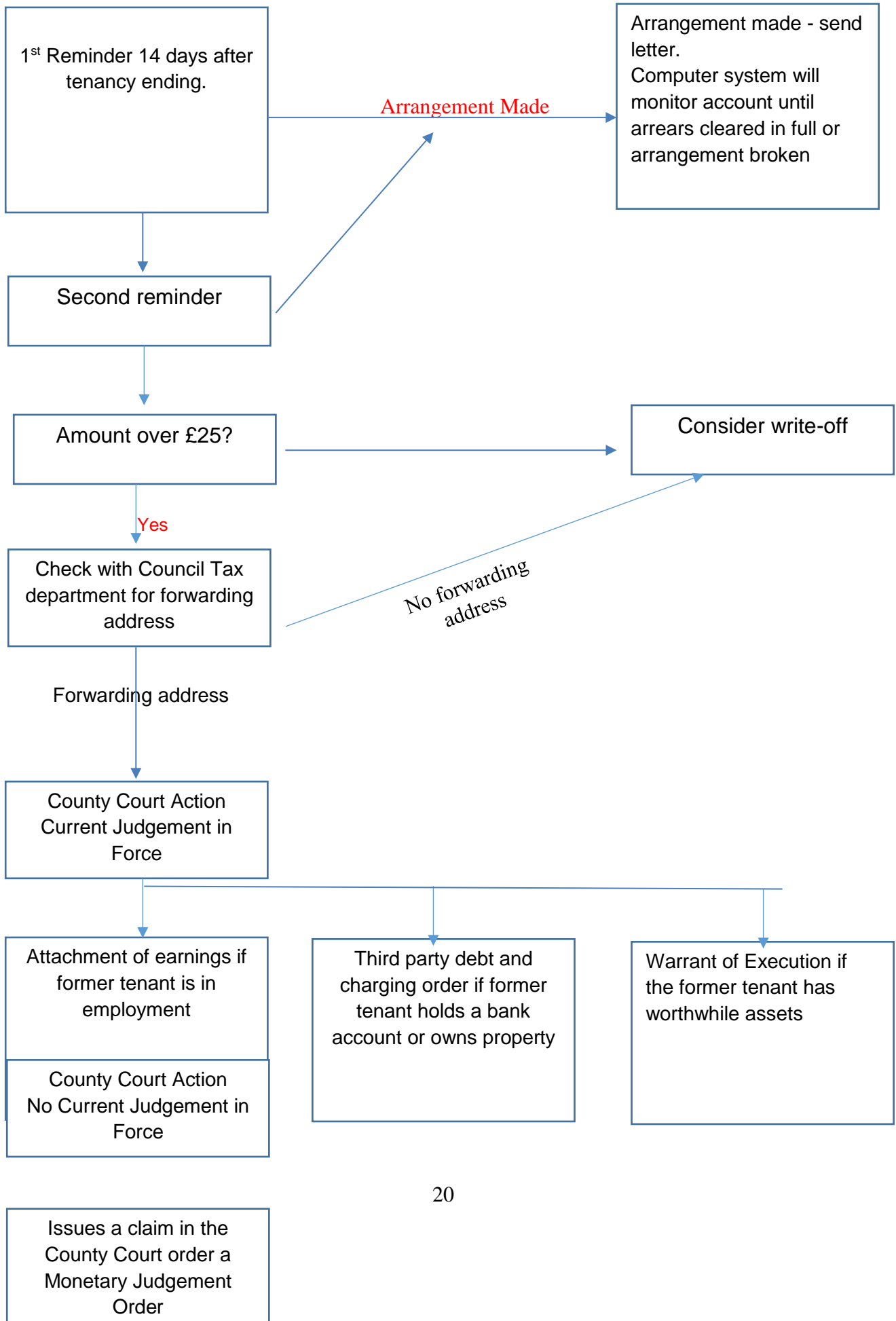
- Issue a claim in the County Court

In the above instance if the Court finds in favour of the Council they will award a Monetary Judgement Order which means the customer is ordered to repay the debt at an agreed rate and intervals.

### **Stage Six – Write-Off**

If all methods of recovery have been unsuccessful the debt will be written-off. However, our records will still show the customer has an outstanding debt with us and the recovery process can begin at any time.

## Appendix 7 – Former Rent Arrears Recovery Procedure – Flowchart



## Appendix 8

### Council Owned Garages, Garage Plots and Parking Bay Arrears

Garage, garage plot and parking bay rent accounts that are in arrears are monitored by the Housing Assistant (Tenancy). As with tenancy arrears the garage arrears process is followed and the computer systems have been designed to follow the stages for tenancies in arrears.

- The first arrears extract is suggested when a council-owned garage is 14 days in arrears or for garage plots and parking bays after one missed monthly payment.
- Accounts are checked to make sure the tenant(s) is not a monthly payer. If payments are not being made or the incorrect amount is being paid then a Reminder 1 (GC1) letter will be sent. This is sent to anyone who hasn't made a prior arrangement. This case will be moved to the GC1 stage and will be recorded automatically on the computer system.
- If, after two further extracts no payment has been made or any contact from the tenant(s) has been received then a notice to quit will be served.

The Notice to Quit gives the tenant one week to hand in the keys, clear the site or return the barrier key.

If the tenant makes contact during the notice period and wishes to continue to use the garage, plot or parking bay then the arrears should be cleared in full and with the discretion of the Assistant Director Housing Management and Enforcement or the Housing Enforcement Manager a new tenancy will need to be signed. If the new tenancy is denied the tenant will be served a Notice for storage and charged for use and occupation until such time that the garage is cleared.

If the account is not cleared at the expiry of the Notice to Quit

for council-owned garages the locks may be changed on the garage and the tenant may be charged for this along with any costs for clearing the garage

of the site For garage plots the tenant may be charged for the demolition and clearance

keys. For parking bays the former tenant may be charged for replacing the barrier

## Appendix 9 – Garage, Garage Plot, Parking Bay Rent Arrears Recovery Procedure – Flowchart

