

| KNOWES HOUSING ASSOCIATION LTD | |
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| Procedure Name | Arrears Recovery Procedure |
| Procedure Category | Housing Management |
| Policy Number | HM03 |
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1. Introduction

Knowes Housing Association recognises that to discharge its obligations as a Social Landlord and housing provider properly, it is required to maximise its rental income. Among other actions, this requires efficient and effective procedure for dealing with rent arrears. At the same time the Association recognises the need for a sensitive and supportive approach to arrears recovery.

This document outlines the Association's Arrears Procedure. In line with good practice, the underlying principles are to (i) help tenants avoid having rent arrears accrue on their rent accounts and (ii) ensure that these are dealt with in a fair but effective manner when they do (iii) provide sustainment services to ensure tenants have the opportunity to receive support that can assist in the management of debt and any rent arrears.

The Association is committed to prevention of arrears through early action and this will have a positive impact in the prevention of homelessness.

Rent is the Association's main source of income and it is essential that arrears of rent be kept to a minimum to ensure the Association's financial viability and to help sustain tenancies.

The object of an Arrears Procedure and Policy is to minimise loss of rental income by prompt, effective recovery of rent arrears.

It is recognised that many tenants get into difficulties through an inability to pay and that there is only a small minority who will wilfully refuse to pay. The Association's objective is to provide support, advice and guidance to assist those on low incomes or those who have trouble with household budgeting to maintain regular rent payments, while at the same time adopting firm measures to deal with the minority who refuse to pay.

This policy has been developed by considering the Association's existing good practice and experience together with the Scottish Federation of Housing Association's Raising Standards in Housing guidance on Rent Arrears; Prevention Management and Recovery and the Scottish Social Housing Charter.

2. Arrears Management

The method to monitor and manage arrears cases is done through the use of the Associations Housing Management IT system, which at present is QL. Housing Officers record all action and activity on this system to ensure a comprehensive record is kept for each case. In addition to QL`s capacity in storing action details, it also has the ability to assist staff in the management of each arrears stage. The escalation process can automatically take case`s to the next action stage. Housing officers will be encouraged to use this process as QL continues to be developed.

3. Aims and Objectives

This procedures objective is to:-

- Maximise rental income
- Maintain an effective and efficient arrears control system
- Prevent arrears arising by ensuring tenants have been made aware of welfare benefit entitlement, utilising the Associations access to Benefits advisers to maximise income and benefit entitlement.
- Made aware of the sustainment services that are available that may assist in managing debt and associated rent arrears.
- Implement recovery of arrears with voluntary co-operation of the tenant.
- Maintain appropriate information systems that enable both staff and Committee to monitor the effectiveness of the arrears policy.

The Head of Housing, (within the guidelines and procedures that form part of this policy) and the Housing Officers have been delegated the authority to take necessary action to control arrears, taking full consideration of the individual circumstances of each case.

Housing Officers will have the authority, within agreed procedures, to pursue serious arrears through court action to the point of obtaining decree for repossession. The decision on whether to enforce the decree will be taken by the Housing Sub Committee. The report submitted by the Head of Housing seeking authorisation to progress with a tenants` eviction will be anonymised with evidence to support the eviction request presented in report form, (see appendix 4)

4. PREVENTING RENT ARREARS - COMMUNICATION

The Association begins the relationship it has with its tenants even before they are offered a property. The initial interaction at the application stage allows us to begin the process of communicating to the prospective tenant what will be expected of them and their responsibilities when they get a tenancy. This early intervention work is essential in establishing the parameters of their tenancy agreement particularly in paying the rent.

Information will be provided on what applicants should prepare if they are offered a tenancy and this will include;

1. They will be informed of the rental charge for the type of property they have requested and that payment will be due in advance and on the day they sign their tenancy agreement.

2. They will be asked to consider their income and expenditure to determine whether they can afford to not only pay their rent but to cover the cost of everything else that goes with having their own home.
3. Information about access to Housing Benefit will be provided and that they provide all the necessary documentation for a rapid processing of their claim.
4. Information about payment of rent when tenant is in receipt of Universal Credit will be explained, as well as other payment options if in receipt of this benefit.

The Associations responsibility in communicating information that can affect tenant's ability to pay their rent means that it will;

- Where possible and taking into consideration the needs of the Business, set rents that are affordable to tenants in low paid employment
- Give the required period of notice and detailed information to tenants where changes in their rent charges are proposed
- Credit payments made by tenants to their rent accounts within one working day
- Send a payment history to each tenant on request
- Notify tenants as soon as possible when their rent goes into arrears
- Agree a suitable repayment arrangement of any arrear accrued.
- Assist tenants who are entitled to help with their rent through Housing Benefit or Discretionary Housing Payments, by helping them apply for this assistance and where necessary signpost them to our partners for Welfare Rights and Benefits advice.
- Provide sustainment services that can assist in managing tenancy issues that may manifest into rent payment problems, (See our Tenancy Sustainment Policy for more details)

4. Start of Tenancy Intervention

At the start of a tenancy, the new tenant meets with the Allocations Officer or the Housing Officer of Housing Assistant when required, to complete the relevant documentation and receive a Tenants' Handbook which provides information and advice on their tenancy, rights and responsibilities. As part of this process the following is covered:-

- 1 months' rent will be paid at sign up.
- Confirm that rent is due regularly e.g. weekly/monthly, and amount of rent due and agree with the tenant what payment schedule will be used.
- Agree payment methods e.g. housing benefit, direct payments from DWP, standing order, on-line, debit card etc.
- how to claim housing and other welfare benefits, (if possible complete form in office)
- explain payment responsibility if claiming Universal Credit.
- provide advice about support organisations and assist with early referrals, where appropriate e.g. welfare rights, social work, money advice, etc. - We currently have a partnership working agreement Citizen Advice Bureau, who offer a specialised welfare rights and income maximisation service which is fully accessible to our tenants via an office surgery, phone or at their offices.
- Outline assistance Tenancy Sustainment Officer can provide.

- Gather information about tenants' personal circumstances, which will assist the Association to provide appropriate support and advice.
- Ensure details are uploaded on to the Associations Housing Management IT system, including how the rent will be paid and when.
- The tenant should also be made aware that they should contact their Housing Officer at the early stages of non-payment if this should arise.

Guidance on paying rent in advance –

New Tenants must pay their rent (full or part) in advance at the point of signing for their tenancy. The Association would prefer to have the rent paid at the start of each month, however this is not always possible due to tenant's wages or benefits cycle, so we have a flexible approach and would accept rental payments as long as these are paid before the end of any given month.

If a tenant is signing for their tenancy on or after the 22nd of the month, they will be asked to pay 1 month plus the part period from the date of signing. Any tenant signing before the 22nd of the month will be expected to pay one month's rent in advance, thereafter the Allocations Officer will fully explain all rent implications therein.

On occasion a tenant will be allowed to pay their rent within the first week of signing, if there are legitimate reasons for doing so – wage patterns etc. This will always be at the Head of Housing's discretion.

5. Housing Benefit & Universal Credit

A Housing Benefit, (HB), form should be filled in with the tenant where it looks like the tenant will qualify for assistance with their rent. It should be made clear that HB will only be payable from the date a tenant moves into the property. (Staff should encourage tenants to inform HB that the date they moved into the property was the date they signed for the tenancy, this will avoid any issue around Housing Benefit being paid from the date of entry). The tenant should be advised that they need to respond to any requests for information from either West Dunbartonshire Council, (WDC), or ourselves regarding rent or housing benefit. Proof of income must be supplied or forwarded as soon as possible for all in the household.

In cases where it is clear that a tenant will not qualify for full housing benefit but may qualify for partial benefit, a provisional assessment will be carried out as soon as possible after the tenancy starts by making an appointment with the CIRC who will assist in making a claim and advising on the potential HB entitlement. The tenant will be advised that this is simply a provisional amount until their claim has been fully assessed, and they will be encouraged to pursue their HB claim as quickly as possible.

If the new tenant is currently a tenant of another property and in receipt of housing benefit, they should sign a request for overlap of housing benefit to be paid from their date of entry. A maximum of 4 weeks overlap will be allowed by the Council but this is discretionary. Universal Credit does not cover 2 rents therefore anyone in receipt of this benefit who is transferring will be made aware of their responsibility to pay.

Within 8 weeks of the start of tenancy, the Housing Officer for that area will carry out a New Tenant Visit. This is mainly a settling in visit, however issues such as rent and benefits will be covered during the discussion, and appropriate advice given.

Universal Credit recipients have the choice on whether they have the rent element of their benefit paid to themselves or directly to the Housing Association. We would encourage all UC recipients to have the rent element paid directly to the Association. This will either be done by the recipient themselves, with our preferred method of payment made by Standing Order, or by applying to the DWP for payments to be paid directly to the Association. Payment options will be flexible with the main objective to ensure that the rent is paid.

UC recipients will also need to keep their on-line journal up to date with any changes in their rent charges so that the payment they receive matches what is being charged.

6. CONTROL & RECOVERY – GENERAL PRINCIPLES

Housing staff will monitor all rent accounts at least fortnightly and make contact with tenants in arrears as per this procedure. Arrears letters are the preferred option of communicating as this allows an accurate record of what we are telling our tenants and allows us to record the action taken that is essential if Legal action becomes necessary. In addition to letters the Association will use a variety of methods to contact tenants in arrears and record all contact whether by home visit, e-mail, interview, telephone call or text.

Interviews should always be attempted when an arrear is accruing to assess the tenant's need for support, and whether a referral to our Community Support Officer and other agencies would assist. With every communication tenants should be kept informed that if they continue non-payment or partial payment they are at risk of losing their home.

Realistic repayment arrangements should be made taking into account all factors of the tenant's circumstances which could affect the tenant's ability to repay the debt within a given time. Too high an arrangement is likely to lead to arrears continuing or worsening; too low an arrangement gives the tenant the wrong impression that arrears are acceptable to the Association.

If a tenant is on Universal Credit, Income Support, Job Seekers Allowance or Employment Support Allowance, they should be advised that Direct Payments to cover arrears may be requested which allows monthly or weekly deductions from their benefit. Where a tenant requests this not to happen, an arrangement should be put in place and the tenant advised that if the arrangement is broken, we will apply directly to the DWP for direct payments to be forwarded to us. There is a specific criteria for Direct Payments being granted and this should be considered at the time, i.e. the tenant must be in receipt of JSA/IS/ESA and be 4 weeks in arrears over an 8 week period, in terms of Universal Credit we can request Direct Payments after 2 month's rent is missed. The tenant should also be encouraged to make weekly payments where possible, to reduce the debt, especially where the debt is likely to take a considerable time to clear.

Entering into the “direct payment” mandate will not always preclude the Association for continuing to pursue legal action, should the debt be at a high level.

Where a tenant is in employment, payment arrangements should generally tie in with the tenant’s wage or salary cycle until their account is clear. At this stage the tenant should be given the option of paying monthly in advance or fitting in with their wage cycle, as long as they are a minimum of one month in advance.

Accurate records should be kept on computer of letters sent, house visits, arrangements made and Benefit eligibility to allow staff to monitor each rent account.

Joint tenants should be made aware that they have joint responsibility for rent arrears repayment. They should also be clear that the Association will recover from either tenant if one is not complying with payment.

If there is a need to issue a Notice of Proceedings the Association has a recovery process that needs to be adhered to so that we cover the legally required Pre-action Requirements.

7. ARREARS – THE REACTIVE APPROACH

While it is accepted that in general a standard approach can be followed regarding the management of rent arrears (see appendix 1 – Summarised Procedure), very few cases are the same and therefore there needs to be a degree of flexibility built into this process. Different events call for different courses of action, and this procedure outlines the general route taken with new cases and also how to deal with broken arrangements.

As a general rule of thumb, Housing Management Staff will “run their prints” immediately prior to the future month’s debit being added to rent accounts. Staff should begin working through the report to identify what is “Technical” and what is “Non-Technical” arrear– this will allow Performance Management information to be passed to the Head of Housing and in turn to the Committee, and also allow staff to determine the actual non-payer from those whose arrear is due to benefit payment schedules.

During this process all tenants who have fallen into arrears or who have not kept to their arrangement, will be identified. Arrears action would then follow the following process;

1. Any tenant who has not paid their monthly charge will be sent a **first arrears letter** within **1 week** of the new debit being added. This letter will encourage resolution or contact within **7 days**.
2. Should there be no contact from the tenant and/or insufficient payment within this 7-day period, then – **then a second arrears letter will be sent. This gives a further 7 days for the tenant to respond.** During the period of the 1st and 2nd letters being sent the Housing Officer should also try a variety of other methods to get hold of the tenant to discuss the non-payment of rent. This should involve texts, phone calls, emails and visits to the tenant’s property.
3. If a response is still unsuccessful, a **3rd letter** will be sent, enclosing a Statement of Account and Knowes “Manage Your Rent” leaflet which amongst other things advises tenants of the CAB, the Benefits advice service that we can refer our

tenants to, or that they can self-refer. This should be sent prior to the following months debit to advise what the rent account balance will increase to.

4. Following the addition of another debit and into **week 5 and 6** if there is still a problem with contact and payment, then a further text and home visit should be made to try and get the tenant to engage. During these weeks an office appointment (**letter 4**) should also be sent.
5. Should there be no contact then in **weeks 7 – 8** the Housing Officer should send an Arrangement Letter or No Show Letter – this will be hand delivered.
6. If there is still no engagement or payment by **Weeks 8 -10**, this will result in a letter sent advising that the Association will be serving a **Notice of Proceedings. A Pre NOP letter.**
7. **NOP issued if no response within 7 days of the letter above being sent.** (Before sending the Housing Officer will ensure we are compliant with all Pre-Action Requirements information – see section 6).
8. Once a **NOP** is served a further letter will be sent making an appointment with the **Head of Housing** to underline how serious the arrears issue is and the implications if non-payment continues.

In summary, if a tenant makes no payment and/or arrangement throughout the first month after falling into arrears, they should receive AT LEAST two letter's and a visit, with calling cards left if no response. If there is no contact or satisfactory payment made during the next month there should be additional visits/calls, final warning letter and advice leaflet provided, office appointment given and a Notice of Proceedings served. This is on the assumption that a full rent is payable, in cases where there is partial benefit/partial rent payment, then discretion should be exercised accordingly – while contact is required, it may be unreasonable to serve a NOP on a very low arrear. It is also important to remember that where a Benefits claim is being processed we will follow the above process in the event that a claim is refused, this will allow us to be on target with arrears action based on the level of debt accrued.

(Should the tenant attend anyone of the office appointments made, then a mutually acceptable arrangement can be agreed. If there is no attendance at the Office Appointment then a “No Response Letter” (letter 4c) should be sent and further attempts made to engage with the tenant – visits, phone calls, texts, e-mails, letters etc. A NOP would be served in weeks 8 – 10).

Where there is no evidence or contact from the tenant to suggest that an arrangement can be made to manage the debt accrued by non-payment of rent the officer will discuss the case with the Head of Housing and following agreement, the case will be referred to the Associations solicitors to commence court action. This can only be done once the NOP that has been served becomes “live”, **(NOP`s require RSL`s to give recipients a minimum of 28 days` notice of any legal action that is being taken against them)**

The Solicitor when they receive confirmation of legal action will send a Section 11 referral to the Homeless Section at West Dunbartonshire Council and Social Work Department highlighting the potential of a homeless situation occurring. The Councils Homeless Prevention Team will then try and make contact with the tenant advising of the status of their case and of the Homeless/Social Work referral. They will also try and encourage the

tenant to make a suitable payment arrangement with the Association that will avoid potential eviction action.

Between the periods when official letters are being sent, the Housing Officer will try other methods of contact with the tenant to discuss the arrear. Phone calls, texts, emails and in particular home visits should be tried. Housing Officers will remain mindful that they are making proportionate levels of contact when using these other contact methods.

8. Arrears Payment Arrangement

When a tenant has made an acceptable arrangement, it is their responsibility to adhere to that arrangement and it is the Association's responsibility to monitor that arrangement and take action in cases of default. Arrangements are made based on both financial circumstances within the household and also the level of arrear. It is important that payments are realistic and achievable while at the same time ensuring that the tenant understands that the more they pay the quicker the arrear will reduce.

In terms of proposing and agreeing to arrangements, there is again a need for flexibility to be built in to ensure that tenants customise their arrangement in line with their own individual circumstances. Officers must ensure that they have considered what an acceptable arrangement in each circumstance is and when in doubt, this can be agreed with the Head of Housing. Once a suitable arrangement has been agreed a letter of confirmation clearly outlining amounts, dates and frequency of payments should be sent to the tenant by the Housing Officer. The Housing Officer will monitor all arrangements on a weekly/monthly basis.

When an **arrangement is broken** it is important that the tenant is made aware of the implications and consequences of this by the Housing Officer sending a broken arrangement letter (letter 6) (see Appendix 2 – Broken Arrangements Flowchart). Again, this depends on the nature of the arrangement and the level of the arrear – for example, the implication of someone missing a £5 payment is vastly different from someone who has agreed to pay instalments of £300 towards their arrear. While discretion can be exercised in this regard it is important that the tenant understands the consequences of failing with the arrangement.

When an arrangement fails and arrears' start to accrue again, the Housing Officer should resume the arrears action from the next stage from where the arrangement was made. Arrears action should only start from the beginning of the arrears management process if an arrear has been cleared and the tenant goes into credit.

In cases where either a tenant is not adhering to their arrangement or refuses to make what is deemed by the Association a reasonable arrangement, it is not always possible or reasonable to proceed to court due to the amounts involved. It is however important that these cases are not allowed to continue breaching their arrangement without further action being taken. Where a tenant either fails to make an arrangement or continues to break the pre-agreed arrangement then the Head of Housing will interview the tenant and if they have an application for transfer then approve a suspension from the waiting list. Prior to this however the Housing Officer should have made significant attempts to reach an agreement and given warnings following broken agreements.

Where a tenant is waiting on a claim for Housing Benefit or Universal Credit direct payments, and there are delays in this, the arrears action process should commence. The action should be followed up to the point prior to a NOP being issued, (under the pre-action requirements it is not possible to issue a NOP while a HB claim is being processed).

9. CO-OPERATION WITH OTHER AGENCIES

Knowes will co-operate with external agencies that may assist the tenant in managing their financial circumstances and reducing their debts, particularly their rent arrears.

The Association will utilise the local authorities Homeless Support Team and/or Social Work Department who will act upon a referral sent by the Associations solicitors when legal action is requested, (Section 11), and contact the tenant with a view to supporting their needs and sustaining their tenancy. This is likely to involve discussing the problems facing the tenant and engaging help or advice where appropriate. This will normally be done when the case is being referred to court, however in cases where there is a clear support need then a referral may be made earlier.

Knowes Housing Association work in partnership with the Citizens Advice Bureau and other local housing providers to provide a welfare benefits and debt counselling service. Residents will be offered an appointment or will be signposted to this service to assist with financial difficulties.

Knowes Housing Association's Housing Officers and other staff have developed a close working relationship with West Dunbartonshire Council's Housing Benefit section. Staff have been trained in the Verification Framework and are "qualified" in this regard. This allows them to verify the tenant's information and expedites the time taken to process benefit claims.

The Housing Officer will monitor Universal Credit payments and housing benefit monthly payments and identify any slippage in timing of payments or any operational problem which may affect benefit payments to the Association. They should make contact with WDC HB team or the UC Manager to discuss any payment concerns.

Where the Association identifies any issues around the tenants well-being, whether that is Mental health, addiction issues etc. we will refer these case on to the **Community Support Officer** who will investigate and where possible try and identify underlying issues that may manifest themselves in non-payment of rent. The CSO will provide support to the tenant while always keeping the Housing Officer updated with the progress of this support. If required referral to external agencies may provide assistance to help deal with tenancy issues, including ability to pay the rent. We will at all time take into account the vulnerability of the tenant and/or tenants family when considering each stage of arrears action.

6. LEGAL ACTION

Where the tenant either fails to co-operate in reducing the arrears or continuously breaks a repayment arrangement, the Association will consider taking legal action. For more

details of this process, reference should be made to the Legal Action Policy & Procedure (HM22).

Legal action is not a course which will be embarked on lightly, and there are sufficient areas in this procedure where the tenant can recover the situation. Should the tenant make a suitable repayment arrangement even once the case has been booked at court then the Association will consider all options including Sisting the case (postponing to monitor).

The Head of Housing has delegated responsibility to authorise a case to go to court for the appropriate action and the Committee will only become involved in cases once they have reached the final stage, i.e. award of decree.

Notice of Proceedings

In the event of a tenant failing to co-operate with staff and/or adhering to an arrangement, a Notice of Proceedings should be issued but only where the Pre-Action Requirements have been completed to which is fully explained under section 6 of this procedure. In accordance with section 14(2) of the Housing (Scotland) Act 2001 the landlord must have:

- served on the tenant and any qualifying occupier a prescribed notice (the notice to be served on the qualifying occupier is exactly the same as that to be served on the tenant);
- ensure the proceedings are raised on or after the date specified in the notice; and
- the notice is in force at the time when the proceedings are raised.

Where there are joint tenants, the Housing Officer should serve an individual notice on all of the joint tenants.

Subsection 14(3) requires that before serving the notice, the landlord must make all reasonable enquiries to establish whether there are any qualifying occupiers of the house and, if so, their identities. Such reasonable enquiries would generally be by letter to the tenant and/or visits to the tenant's home. Landlords should, in any event, make attempts to identify and notify any qualifying occupiers.

The Housing Officer must send out the Notices to the tenant and the qualifying occupier(s) on the same date. A certificate of delivery must also be signed as proof of the NOP being issued, (Appendix 4)

The Scottish Secure Tenancies (Proceedings for Possession) (Pre-Action Requirements) Order 2012 introduced specific measures to ensure that prior to the serving of a Notice of Proceedings (where arrears are involved) certain actions and communications take place between the landlord and the tenant. This is demonstrated in the Notices which are served. This procedure takes account of this change which took effect on 1st August 2012 (See appendix 3).

Once a Notice is served an appointment should be made with the tenant to come into the Associations office for an interview with the Head of Housing, to discuss the arrears

action and the pending action should there be a failure to clear the arrears or make a suitable re-payment arrangement.

Legal Action Commencement

Failure by the tenant to respond to the Notice of Proceedings, the Head of Housings Interview, or to make a satisfactory agreement towards the arrears, will result in the Association's Solicitor being instructed to book the case into court.

Effective liaison with the Associations legal representative is required, as the reasonableness of the Associations actions will require to be justified before a Sheriff will grant any order to evict (if appropriate). If the tenant has made no contact by this stage or failed to make a satisfactory agreement the Association will seek a conjoined action for re-possession of the property, recovery of the debt and expenses.

Decree/Sist/Continuation- If the tenant appears at court and makes an offer to pay which is acceptable to the Association, the case will usually be continued by the court for a period (requested by the Association but usually 8-12 weeks) to give the tenant the opportunity to reduce the arrears. If the payment arrangement is adhered to, the case can be either be dismissed, with legal expenses sought, or in most cases where the debt remains high, the case will be **Sisted**, (held in abatement), to allow the Housing Officer time to monito any payment arrangement made, especially when the arrears will take time to clear. If the arrangement is broken, the Association's solicitor will be requested by the Housing Officer return to court and ask for a decree for repossession of the property and recovery of the debt, plus expenses. The tenant should be kept informed at every stage of the action being taken.

Eviction is the absolute last resort, and every other option should be looked at to avoid this outcome.

Repossession Decree Awarded

If a Decree for Eviction is awarded then the tenant will be expected to clear the total outstanding arrears and expenses to prevent the decree from being enforced. Contact must be made with the tenant by letter confirming that a Decree has been awarded providing the tenant with one final opportunity to make an arrangement to clear the arrears.

After the award of any decree, a client warning should be placed on the Associations Housing Management IT system to advise all payments for that rent account must go to "violent profits" (unallocated payments) to ensure that payments received are not treated as payments towards on-going rent (to prevent a new tenancy being created). (See appendix 6)

Eviction

At no time will an eviction decree be enforced without the prior consent of the Housing Services Sub-Committee. Following the award of a decree the Head of Housing will prepare an anonymised report for the Housing Services Sub Committee to enable a

decision to be taken with regard to ultimate eviction of the tenant, (see appendix 5). The Head of Housing will provide a recommendation for the Sub-Committee based on the individual circumstances of the tenant. If the recommendations are agreed by the Committee Members, then the Head of Housing will ask for a Proposer and Seconder from the Housing Sub-committee, to approve the Eviction going ahead and this will be minuted by the Head of Housing.

If it is agreed that the eviction can proceed the Housing Officer will arrange with Sheriff Officers a date and time when the eviction will take place. The Housing Officer will letter the tenant informing them of this and giving them an option to avoid the action by;

- Paying the balance on their rent account in full.
- Voluntarily ending the tenancy and handing the keys into the office.

The eviction process is covered in the Procedural document, Legal Action and Eviction, HM22.

If a Decree is enforced the Association will liaise with West Dunbartonshire Councils Social Work Department and Homelessness Section to ensure that any transitional preparations can be made to assist with the evicted tenant and other household members next step towards obtaining emergency accommodation.

5. FORMER TENANTS ARREARS RECOVERY

The Association has a separate Former Tenant arrears recovery Procedure that is administered by the Finance Department and their recovery process can be seen by viewing this document.

6. CONFIDENTIALITY/DATA PROTECTION

The Association stresses that the tenant's privacy must be safeguarded. As detailed earlier, the Association has various legal responsibilities, which must be adhered to in this respect.

All information regarding arrears is to remain confidential between the Association Staff and the tenant unless the tenant installs a 3rd party to negotiate with the Association on their behalf. A signed mandate must be provided before staff will enter into discussions regarding an individual case.

7. COMMITTEE MEMBERS IN ARREARS

Anonymity will be preserved at all times from Committee Members in terms of considering individual cases. As Committee Members may also be tenants of the Association, those tenants should not accrue arrears. Any Committee Member continuing in arrears for 3 months or more (with the exception of technical arrears) should be referred to the Management Committee to discuss termination of individual committee membership or to invite a resignation.

8. STAFF TRAINING

Staff will be provided with opportunities to receive training when legislative changes occur that may affect the arrears recovery process as well as continual training on the use of the Associations IT system. There will also be on-going training provided to keep abreast of Welfare Reform that may impact on the ability to manage rent arrears recovery.

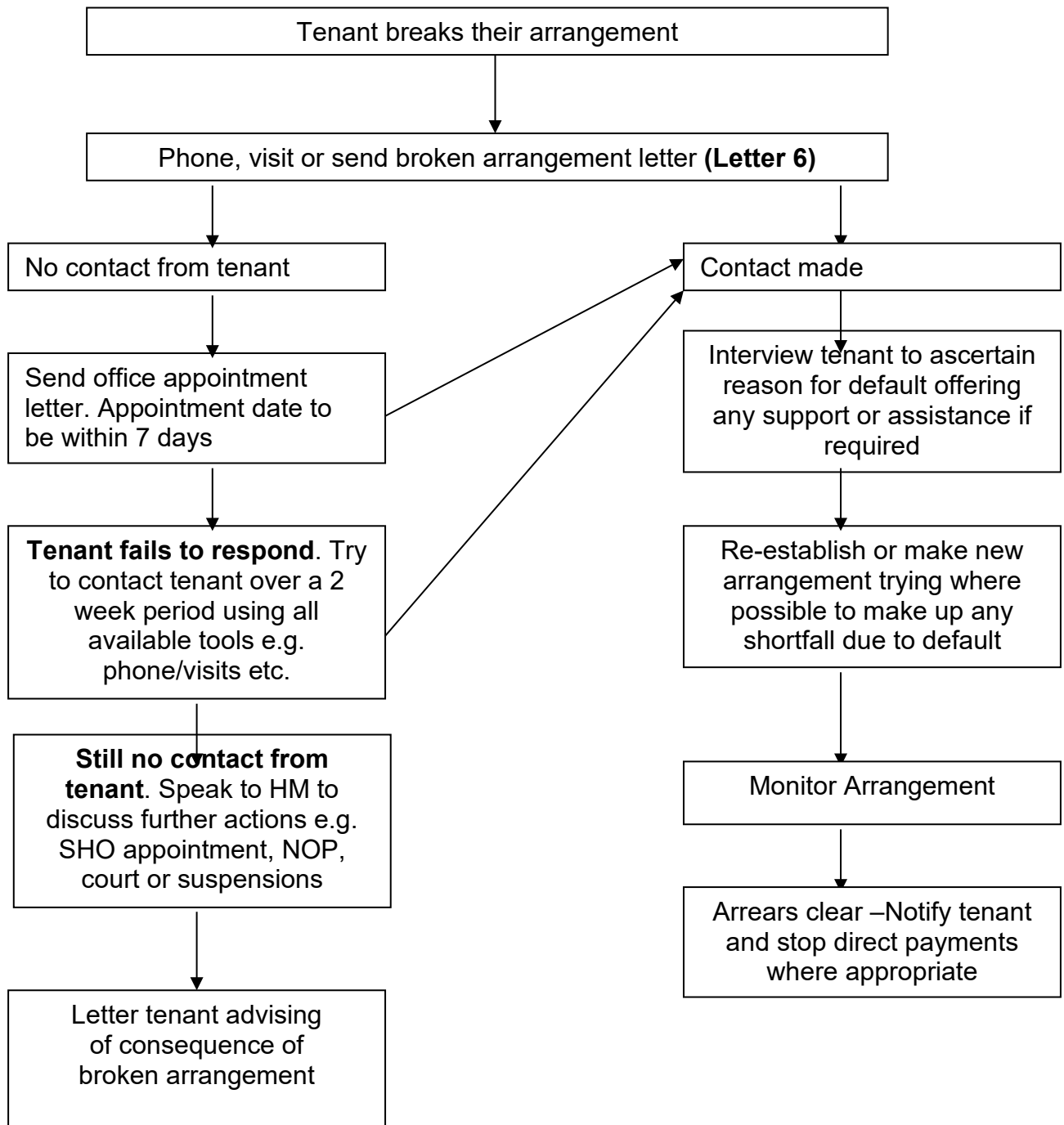
APPENDIX 1

SUMMARISED RENT ARREARS PROCEDURE

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|----------------------------|---|
| 1st week | Identify all cases in arrears. Send Letter 1 (7 day letter) |
| 2-3 weeks | No contact from tenant. Send Letter 2 Establish verbal communication with tenant. Visit. Also call or text. |
| 4th week | If still no contact Letter 3 enclosing a Statement of Account and the “Managing Your Rent Leaflet” which gives the tenant 7 days to contact and supplies details of Citizen Advice Bureau. If no contact made in 7 days with tenant, Housing Officer to make contact via visits, calling cards, letter, text or phone . Once contact is made send arrangement Letter . |
| 5-6 weeks | If no contact is made hand deliver an Office Appointment - including a proposed arrangement. If contact is made send arrangement confirmation letter and if not send No Show – Letter . |
| 7-8 weeks | If still no contact or arrangement in place send Letter (Pre NOP letter) |
| 8-10 weeks | Still no contact serve NOP (NOP to be served timeously to ensure live by the end of the following month). Once NOP sent arrange for a Head of Housing interview Attempt to contact using various communication. |
| 10-13 weeks | Discuss with Head of Housing in relation to court action. Send case with related paperwork to solicitors. Send letter to tenant advising of forthcoming Court action |
| Weeks 13 → | Continue to pursue tenant until court date to seek resolution and begin to follow the “Legal Action and Eviction Procedure”. |

NB. At all times ensure that all action details of the case are marked up on the housing management IT system

BROKEN ARRANGEMENTS FLOWCHART



SECTIONS 14 – 16 OF THE HOUSING (SCOTLAND) ACT 2001: AS AMENDED BY SECTIONS 153 AND 155 OF THE HOUSING (SCOTLAND) ACT 2010

14. Proceedings for possession

(1) The landlord under a Scottish secure tenancy may raise proceeding by way of summary cause for recovery of possession of the house.

(2) Such proceedings may not be raised unless:-

a) the landlord has served on the tenant and any qualifying occupier a notice complying with subsection (4)

b) the proceedings are raised on or after the date specified in the notice, and

c) the notice is in force at the time when the proceedings are raised

(2A) Where such proceedings are to include the ground that rent lawfully due from the tenant has not been paid (as set out in paragraph 1 of schedule 2) –

a) the notice under subsection (2) must not be served unless the landlord has complied with the pre-action requirements in section 14A, and

b) the proceedings may not be raised unless the landlord has confirmed to the court in such form as the Scottish Ministers may prescribe by regulations that those requirements have been complied with.

(3) Before serving a notice under subsection (2) the landlord must make such inquiries as may be necessary to establish so far as is reasonably practicable whether there are any qualifying occupiers of the house and, if so, their identities.

(4) A notice under subsection (2) must be in such form as the Scottish Ministers may prescribe by regulations, and must specify –

(a) the ground, being a ground set out in Part 1 of schedule 2, on which proceedings for recovery of possession are to be raised;

(b) a date, not earlier than –

(i) 4 weeks from the date of service of the notice, or

- (ii) the date on which the tenancy could have been brought to an end by a notice to quit had it not been a Scottish secure tenancy whichever is later, on or after which the landlord may raise proceedings for recovery of possession; and
- (c) where subsection (2A) applies, the steps taken by the landlord which the landlord considers to constitute compliance with the pre-action requirements in section 14A.
- (5) A notice under subsection (2) ceases to be in force 6 months after the date specified in it in accordance with subsection (4)(b) or when it is withdrawn by the landlord, whichever is earlier.

(5A) where a landlord raises proceedings under this section, the landlord must give notice of the raising of the proceedings to the local authority in whose area the house in question is situated, unless the landlord is that local authority.

(5B) Notice under subsection (5A) is to be given in the form and manner prescribed under section 11(3) of the Homelessness etc. (Scotland) Act 2003 (asp 10).

(6) In this section and section 15, “qualifying occupier” means a person who occupies the house as that person’s only or principal home and who is –

- (a) a member of the tenant’s family aged at least 16 years,
- (b) a person to whom the tenant has, with the landlord’s consent under section 32(1), assigned, sublet or otherwise given up possession of the house or any part of it, or
- (c) a person whom the tenant has, with such consent, taken in as a lodger.

14A. Pre-action requirements where grounds for possession include rent arrears

- (1) The pre-action requirements referred to in section 14(2A) are set out in subsections (2) to (7) below.
- (2) The landlord must provide the tenant with clear information about –
 - (a) the terms of the tenancy agreement, and
 - (b) outstanding rent and any other outstanding financial obligation of the tenancy,
- (3) The landlord must make reasonable efforts to provide the tenant with advice and assistance on the tenant’s eligibility to receive –
 - (a) housing benefit, and
 - (b) other types of financial assistance (for example, other benefits or grants).

- (4) The landlord must provide the tenant with information about sources of advice and assistance in relation to management of debt.
- (5) The landlord must make reasonable efforts to agree with the tenant a reasonable plan for future payments to the landlord, such plan to include proposals in respect of –
 - (a) future payments of rent, and
 - (b) outstanding rent and any other outstanding financial obligation of the tenancy.
- (6) The landlord must not serve a notice under section 14(2) if –
 - (a) an application for housing benefit for the tenant –
 - (i) has been made but has not yet been determined, and
 - (ii) is, in the opinion of the landlord, likely to result in the benefit being paid at a level allowing the tenant to pay, or reduce by an amount acceptable to the landlord, the outstanding rent and any other outstanding financial obligation of the tenancy.
 - (b) the tenant is taking other steps which, in the opinion of the landlord, are likely to result in the payment to the landlord within a reasonable time of -
 - (i) the outstanding rent, and
 - (ii) any other outstanding financial obligation of the tenancy, or
 - (c) the tenant is complying with the terms of a plan agreed to in accordance with subsection (5).
- (7) The landlord, unless it is a local authority landlord, must encourage the tenant to contact the local authority in whose area the house is situated.
- (8) In complying with the pre-action requirements the landlord must have regard to any guidance issued by the Scottish Ministers.
- (9) The Scottish Ministers may by order make further provision about the pre-action requirements, including provision –
 - (a) specifying particular steps to be taken, or not to be taken, by a landlord in complying with any requirement;
 - (b) modifying or removing any requirement.

(10) In this section, “housing benefit” has the same meaning as in section 123 of the Social Security Contributions and Benefits Act 1992 (c.4).

Appendix 4

CONFIRMATION OF DELIVERY

IMPORTANT - HAND DELIVERED DOCUMENT(S)

Knowes Housing Association has today hand delivered the following item(s) to the name/address outlined below.

| |
|--|
| Type of Document(s) Notice of Proceedings – Ground 1 Qualifying Occupant |
|--|

| |
|---------------------|
| Name/Address |
|---------------------|

| | |
|---|-------------|
| I have accepted delivery of the above hand delivered documents and understand the implications of this. | |
| Signed | Date |

| | |
|--|-------------|
| I have today posted the above documents through the letterbox of the address marked above on behalf of Knowes Housing Association. | |
| <u>Housing Officer</u> | <u>Date</u> |
| <u>Witnessed by</u> | <u>Date</u> |

Appendix 5

KNOWES HOUSING ASSOCIATION

PROPOSED EVICTION NO:

A Decree for Recovery of Possession was granted on in the following case and this takes effect on 23 August 2017

Date Tenancy Commenced (Include Scottish Homes/SSHA)

Family Composition

| Household Member | Sex | Age |
|------------------|-----|-----|
|------------------|-----|-----|

Income Details

Rent Charge

- Full Monthly Rent:-
- Current Household Income
- Details of Benefits

Current Arrears Situation

- Current Rent Arrears
- Are both tenant(s) and all qualifying occupants fully aware of the current situation?
- Date of last interview with tenant:-
- Conclusion of last interview with tenant and details of the arrangements made:-

- Summary of the case

| <u>Details of Communication/ Correspondence</u> | <u>Date of last contact</u> | Comments |
|---|-----------------------------|----------|
| | | |
| | | |
| | | |
| | | |
| | | |

Head of Housing/Recommendations

Head of Housing

Signature: _____ Date: _____

Housing Services Sub Committee Recommendation:-

Agree with Head of Housings Recommendation

Yes/No
(Delete as Applicable)

Any Other Comments:-

Convenor of Housing Services Sub Committee

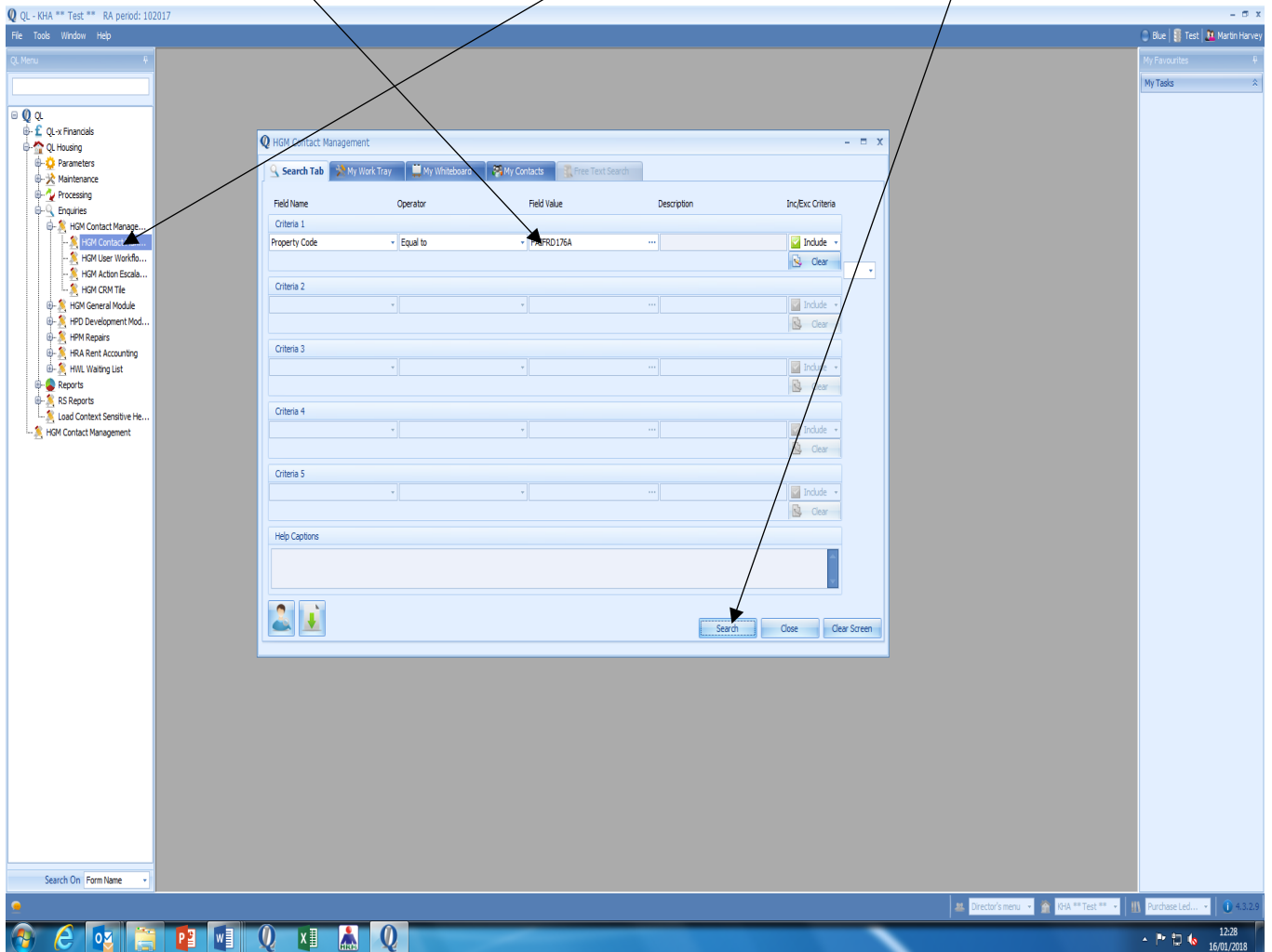
Signature: _____ Date: _____

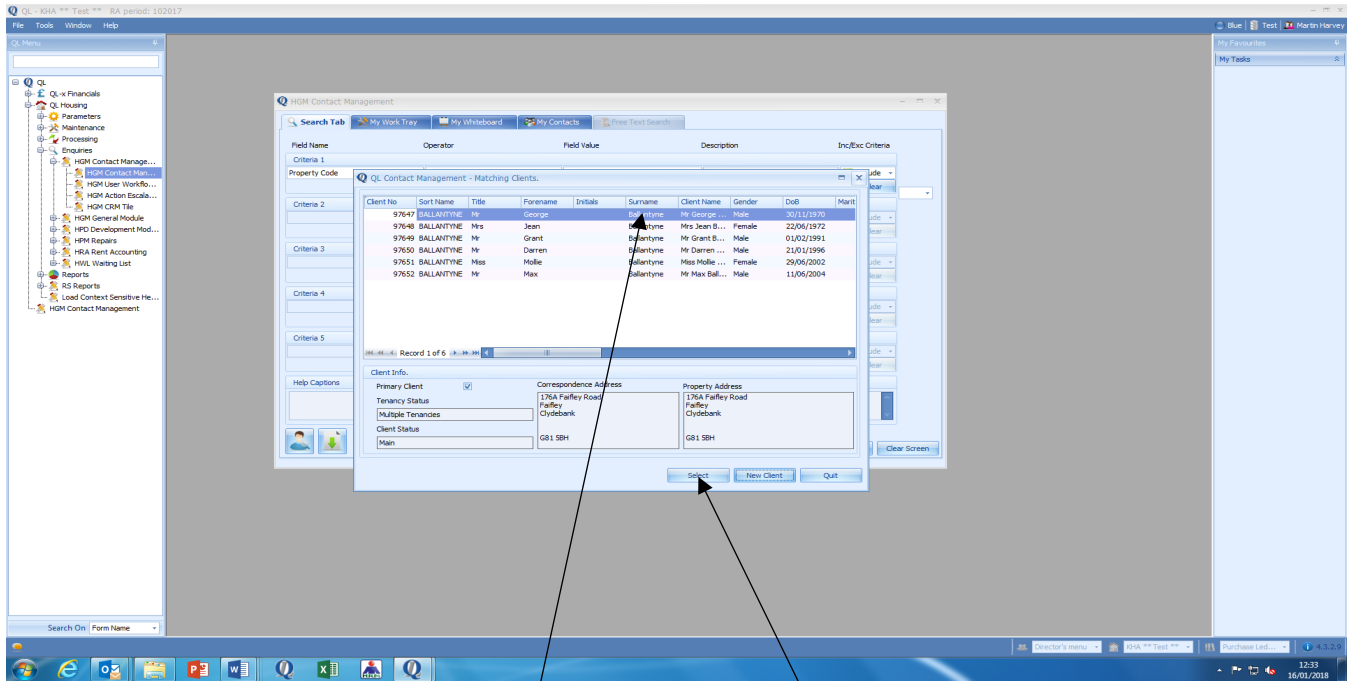
Appendix 6

Placing a client warning on QL.

Select the property through Housing – Enquiries – HGM Contact

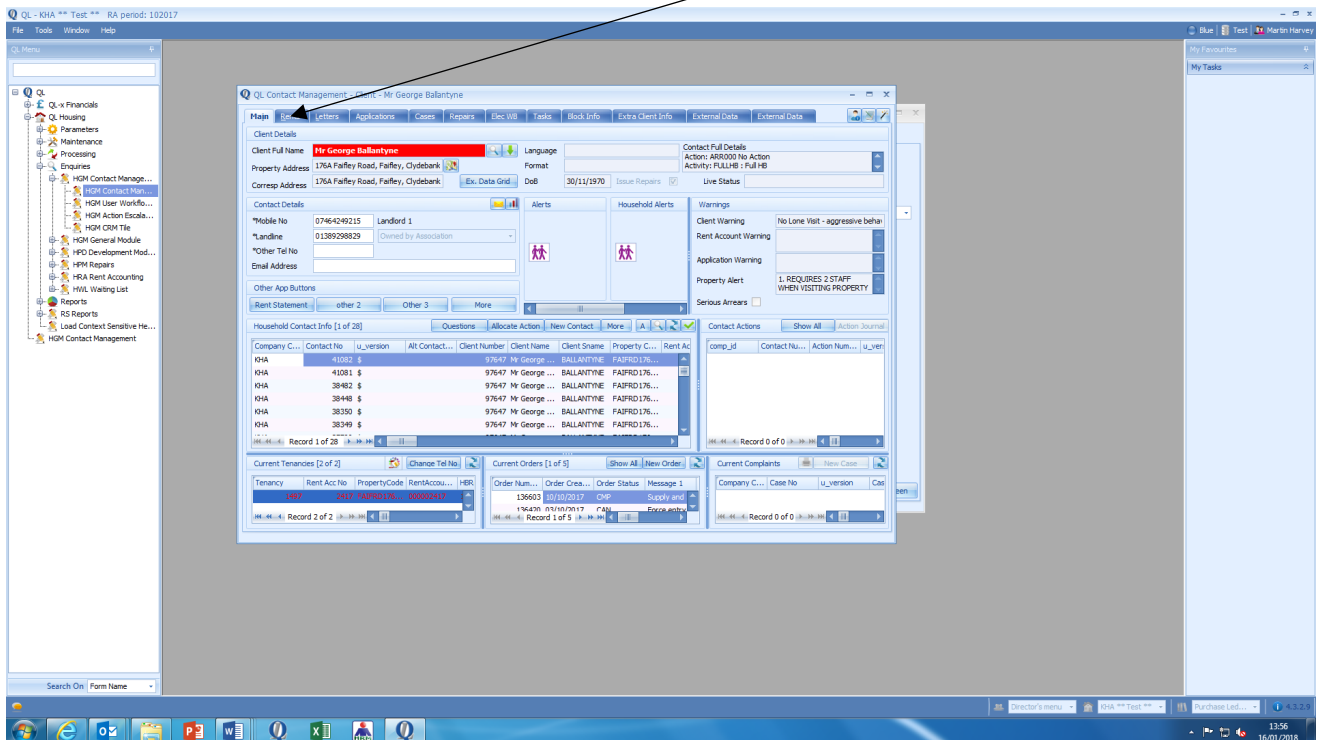
Put in the Property code of the property where Decree has been awarded and search.



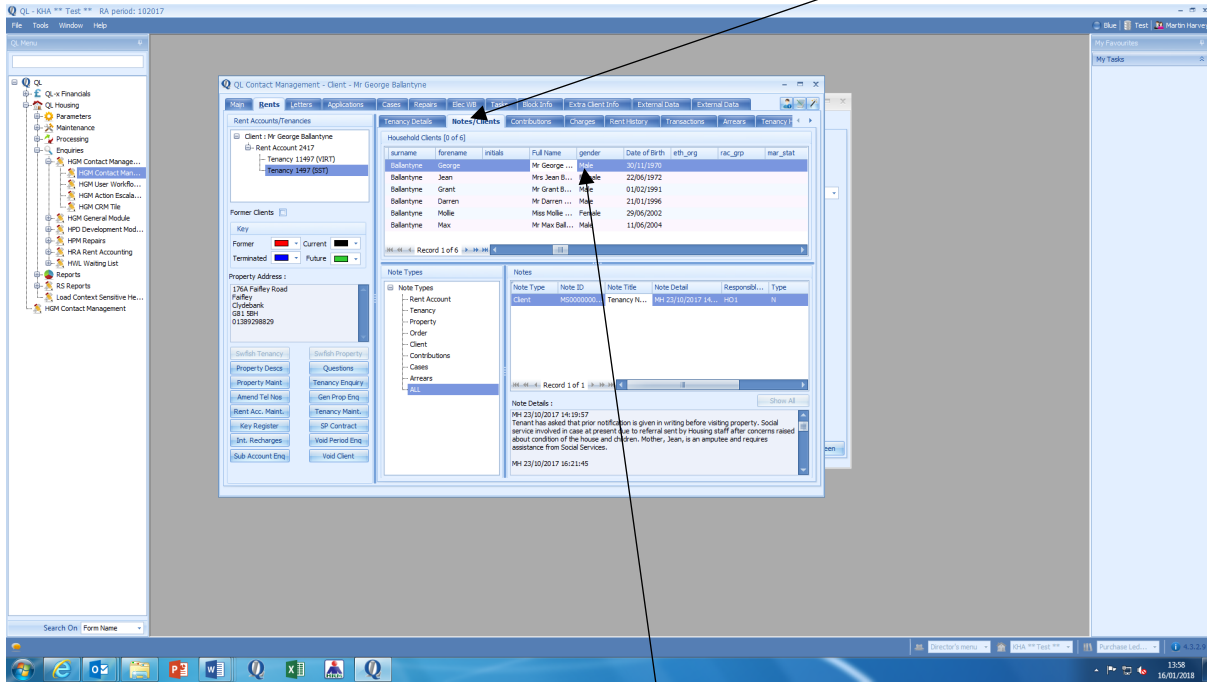


Select the tenant from the search outcome and then click on select.

This will take you to the Main screen where you will click on rents.

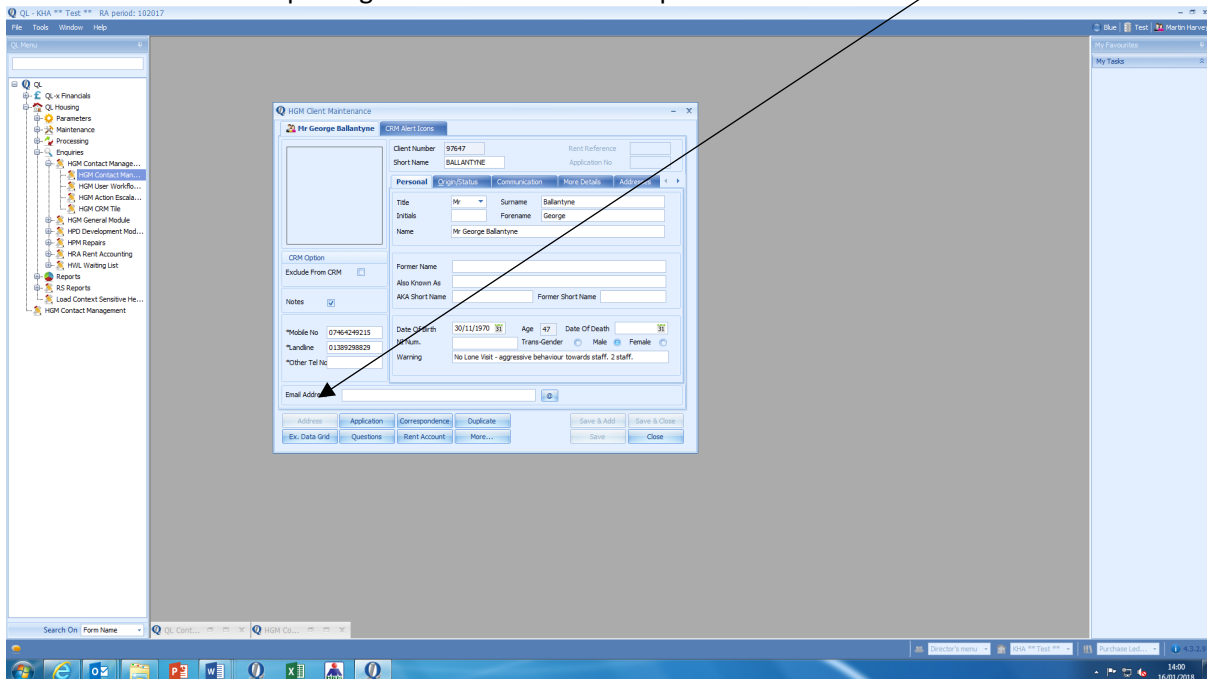


You will then go on to the following screen where you will click on Note/Clients



Once in this screen double click on the tenant's name.

This will take you into personal details and also alerts. In the box marked warning, update this with the information of eviction putting in details about violent profits if rent received.



Save and close this screen and this will then have updated the main screen with the warning.

