

HOUSING ARREARS POLICY



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1 Introduction

- 1.1 This policy applies to people who hold tenancies or licenses issued by Haringey Council and covers arrears for current/former tenants' rent, garage, service charges and rechargeable works.
- 1.2 This policy does not apply to leaseholders who are covered in separate policies and procedures. There is also an additional policy that covers the supply of metered heating, which is a tenant service charge. This policy is called the Debt Management Policy: Heat Supply to Tenants' Homes.
- 1.3 When we use the terms 'we', 'our', and 'us' we mean Haringey Council in this policy.

2 Aim of the policy

- 2.1 The aim of this policy is to set out how we will minimise rent and service charge arrears. Service charges cover services that tenants are provided with. Housing income is used to fund the management, maintenance and modernisation of Haringey's council housing.
- 2.2 This policy covers how we will approach arrears and take enforcement action for non-payment. It has been written separately from the housing income collection policy to demonstrate the Council's supporting measures in place to minimise arrears if timely payment cannot be made. We have deliberately separated the housing income collection and housing arrears policies to keep them concise and easy to understand.
- 2.3 This policy sets out how we will:
 - Be proactive in the control, management, prevention and reduction of rent arrears.
 - Have tenancy sustainment as a core part of our function as a landlord and by offering continuing support including support outlined in our vulnerable tenants and leaseholders policy.
 - Recognise the economic and social cost of eviction and take a preventative and proactive approach to dealing with rent arrears and sustaining tenancies.
 - Signpost the benefits' uptake and financial inclusion support available to vulnerable and low-income households.
 - Be clear that where a tenant/licensee has other non-priority debts with the Council identified through income and expenditure assessments, we expect that the tenant/licensee will pay their priority debts of rent and Council Tax before any other Council debts.
 - Communicate with tenants by writing our arrears letters, emails and text messages in plain English with a simple, accessible and jargon-free style. We will ensure that translation and interpretation is provided as required in the tenants preferred language.
 - Approach arrears recovery using a range of methods involving face to face contact whether through home visits or visits to our offices.
 - Act in line with our ethical debt policy and adopt a firm but fair approach.

3 Prevention

3.1 We will

- promote a rent payment culture, encouraging early payment and preventing tenants/licensees falling into arrears
- always support tenants/licensees with rent arrears in a confidential, sympathetic way and explain what will happen if the debt continues to increase
- help to clear arrears by entering into a reasonable and realistic agreement with the tenant/licensee
- provide advice and information on welfare benefits
- always signpost the tenant/licensee to agencies able to provide debt advice before taking court action
- ensure we act consistently and in accordance with the protocol for rent arrears possession claims
- provide information about how tenants/licensees can access support services in all Council publications and our standard letters on rent arrears
- Identifying tenant support needs at sign up.

4 Supporting tenants/licensees in arrears

- 4.1 If arrears do arise, we will as a landlord engage with the tenant/licensee to identify and support them to address the causes. An income and expenditure assessment will inform any agreement for repayment of arrears as well as help us to identify other debts. In such circumstances appropriate advice can be sought as outlined in section 4.3 of this policy.
- 4.2 If a tenant/licensee falls into arrears we work with them to agree a plan for clearing their debt with us, outlining the importance of maintaining regular payments to their account and highlighting the consequences of not doing so.
- 4.3 We do not offer our tenants/licensees financial advice or debt counselling; however, our Income Management and Financial Inclusion teams will signpost to appropriate agencies which may include the [Citizens Advice Bureau](#), [StepChange](#) or the [Money & Pensions Service](#).
- 4.4 Non-payment of rent is a breach of the tenancy/licence and will not be tolerated. Failure to pay the rent when due will result in recovery action and could ultimately lead to eviction/repossession.

5 Repayment arrangements

- 5.1 As a Social Landlord, we recognise that tenants/licensees may sometimes suffer exceptional financial hardship. Therefore, we are prepared to accept reasonable repayment agreements.
- 5.2 The agreements that Income Management Officers make with tenants/licensees for the repayment of arrears will be based on a mutual assessment of what the tenant/licensee can afford.
- 5.3 We will regularly review the terms of these agreements to ensure they remain appropriate considering what we know of the tenant/licensee's income, their outgoings and the size of the arrears.
- 5.4 Tenants/licensees who are in receipt of Housing Benefit (HB), Universal Credit (UC) or an equivalent low income (where they are not eligible for HB or UC), will be required to pay a minimum of £10 per week towards their arrears.

6 Third party deductions from benefits

- 6.1 If a tenant/licensee is in receipt of HB or UC, we can apply to the Department for Work and Pensions to make payments from this to the rent account to cover a set amount towards any arrears.

7 Loss of rights for tenants/licensees in arrears

- 7.1 Tenants/licensees in arrears for a specified period may not be granted a joint tenancy from a sole tenancy and will not normally be eligible for transfer, move-on or mutual exchange.
- 7.2 There may be situations where discretion can be used to allow a management transfer for a tenant/licensee in arrears. For example, where the tenant/licensee is being harassed or where they are experiencing severe financial hardship, depending on the severity and circumstances of each individual case.
- 7.3 Unpaid rent/service charges or other housing debts will impact on a Tenant's/licensee's ability to rent a garage or until they clear any debts they owe to the Council or enter into and maintain an agreement to clear the debt for a set period as outlined in our garage allocations policy. They will also not be able to exercise the Right to Buy with the Council and all arrears must be cleared before the application can proceed.
- 7.4 Estate parking applications will involve checks on rent arrears similar to 7.3. If in arrears of 5 weeks net rent or £1000 (whichever is the lowest figure) then an estate parking permit may be refused.

8 Vulnerable tenants and licensees

- 8.1 Vulnerable tenants and licensees may be entitled to various forms of financial assistance that they may not be aware of and have not applied for.
- 8.2 We prioritise working in partnership across the Council and with other organisations to provide wide ranging support to vulnerable tenants and licensees where we have a record of their vulnerability. Our approach focuses on early intervention in line with our vulnerable tenants and leaseholders policy.
- 8.3 Issues of vulnerability would not prevent the Council from taking recovery action if appropriate.
- 8.4 Third party communication or advocates working on behalf of tenants/licensees, who have provided written authorisation, will be made aware of the tenant's rent arrears.

9 Taking enforcement action

- 9.1 Seeking possession is the most common form of legal action we take against tenants/licensees who fall into rent arrears. However, the type of action taken will differ according to the type of tenancy.
- 9.2 In all cases the tenant/licensee we will follow the pre action protocol for possession Claims by Social Landlords. This will include serving with a Notice and, where required, a Court order will be obtained. Where necessary legal action will be taken to deal with rent arrears. We will support tenants to sustain their tenancy before taking any action and continue to while any enforcement action is taking place. This includes supporting tenants with specific vulnerabilities as outlined in our vulnerable tenants and leaseholders policy.
- 9.3 We will seek to recover our legal costs.
- 9.4 Arrears accounts are reviewed on a weekly basis.
- 9.5 The tenant/licensee will be kept informed of actions taken and will still receive advice on arrears repayments, the requirements of court orders and where to obtain independent legal advice.
- 9.6 Where tenants/licensees are in their tenancy period, we have a responsibility as a social landlord to examine sympathetically the causes of rent arrears.
- 9.7 We will only take possession action against a tenant as a last resort once other options have been considered and discounted.
- 9.8 We will though still cite rent arrears in possession proceedings taken for other tenancy breaches e.g. Anti-Social Behaviour.
- 9.9 We reserve the right to consider the use of high court sheriffs where eviction dates are delayed from the county court.
- 9.10 A metered heat charge is a tenancy service charge so any non-payment will form part of possession action.

10 Introductory Tenants, New Council Tenants

- 10.1 The cases of introductory tenants in arrears will be treated the same as secure tenants, apart from that they will be served with a Notice of Proceedings for Possession (NOPP) and have a right to review the NOPP.
- 10.2 An introductory tenant has 14 days to request a review and possession proceedings may be commenced upon expiry of the NOPP, 28 days after service.
- 10.3 If there is a joint tenancy, both tenants are responsible for all the rent and arrears
- 10.4 Sole tenants that become joint (sole to joint), both tenants are responsible for any arrears owed.

11 Former Tenants

- 11.1 We aim to minimise losses from former tenants and licensees who leave owing rent by:
 - Being pro-active and intervening early while the tenant/licensee still lives in council housing.
 - Making every effort to ensure that when a tenancy/licence is terminated the debts are cleared and a forwarding address is received.
- 11.2 We will write to former tenants and licensees leaving with monies owed for previous rent, court costs and other outstanding balances.
- 11.3 The council will use appropriate resources to track down tenants/licensees who have either abandoned their homes or who have been evicted with no forwarding address.
- 11.4 If the council already has a money judgement as part of the possession order enforcement options may be pursued including but not limited to possession of goods and deductions from earnings/benefits.
- 11.5 Where the tenant/licensee abandoned the property before a money judgement was obtained, full payment will be requested through a mutually agreed payment arrangement.
- 11.6 Any cases where a former tenant/licensee can be traced may be passed to our external debt recovery agency or our Legal Services team for action.

12 Links to other policies

12.1 This policy links to and should be read together with the following Haringey Council policies:

Data Protection policy	Housing Revenue Account Rent Setting statement
Ethical Debt reduction policy	Privacy statements
Garage allocations policy	Responsive Repairs policy
Heat services policies	Safeguarding council tenants and leaseholders policy
Housing Allocations policy	Translation and Interpretation policy
Housing income collection policy	Vulnerable tenants and leaseholders policy

13 Resident co-design and engagement

13.1 **When did you discuss development of this policy with residents?**

At meetings of the Resident Voice Board in February and May 2024

13.2 **What did they tell you?**

They raised the importance of the Council supporting residents who receive Universal Credit with issues that they may encounter. The need to proactively support vulnerable tenants/licensees was also emphasised with the aim of helping them to avoid falling into arrears and to prioritise this support.

13.3 **How has what residents told us informed development of this policy?**

This policy highlights that the Council will adopt a coordinated approach to supporting vulnerable tenants/licensees and those in receipt of Universal Credit.

We have also outlined at section 8.2 that we prioritise working in partnership across the Council and with other organisations to provide wide ranging support to vulnerable tenants and licensees where we have a record of their vulnerability. Our approach focuses on early intervention in line with our vulnerable tenants and leaseholders policy.

14 Equality Impact Assessment

14.1 An Equality Impact Assessment (EQIA) was carried out as part of the development of this policy. The EQIA found that the policy should have a positive impact on the protected characteristics of age, disability and race with both a negative and positive impact on socio-economic status; and it will have a neutral impact on those with other protected characteristics.

15 Reviewing the policy

15.1 We will review this policy every three years unless earlier events or legislation require an earlier update to the policy.

16 Legislation

16.1 As the landlord, we will ensure that we carry out this policy in accordance with best practice and statutory requirements as follows:

Deregulation Act 2015	Housing Act 1996
Housing Act 1985 (as amended by the Housing Act 1996)	Homelessness Act 2002
Housing Act 1988 (as amended by the Housing Act 1996)	Protection From Eviction Act 1977

17 Further reading

- [Pre-action Protocol for Possession Claims by Social Landlords](#)
- [Civil Procedure Rules, Ministry of Justice, 2015](#)
- [DWP Tier One and Tier Two APA Factor Groupings](#)