



Dunbritton Housing Association Limited

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Responsible Officer	Head of Housing Services
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Section	Housing Services
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1. INTRODUCTION

- 1.1 Dunbritton Housing Association is a registered social landlord established in 1992 to provide housing for social rent and services to owners through factoring.
- 1.2 We are governed by our Board, which is supported by a number of Committees. Our governance arrangements set out clearly the roles and responsibilities of our Board and Committee members and our members of staff.
- 1.3 Operational services are delivered through our office based at 1 Hatters Lane, Dumbarton G82 1AW.
- 1.4 As a landlord, Dunbritton Housing Association aims to promote the health and wellbeing of our customers by providing quality homes, located in estates that are safe, environmentally clean and well managed.

2. AIMS & OBJECTIVES

- 2.1 It is the aim of Dunbritton Housing Association to act to prevent rent arrears building up. We will recover any arrears fairly and effectively in accordance with this Policy.
- 2.2 The object of the Association's policy is to minimise loss of rental income by prompt, effective management, recovery and control of arrears and to provide a service to tenants whereby they are given advice and assistance to maximise their income and minimise their debt.
- 2.3 Rent is the Association's main source of income and it is therefore essential that arrears are kept to a minimum and rental income maximised. The purpose of this policy is to outline the key areas of operation for rent management within the Association.

3. RISK MANAGEMENT

- 3.1 By having a written detailed Policy on Rent Management, the Association is able to ensure that a uniform and professional approach is adopted throughout the organisation and the service delivered is compliant with law, best practice and internal policy.
- 3.2 Without a Rent Management Policy, the Association is at risk of allowing arrears to escalate and in turn, reduce the flow of income to the Association. As the Association's primary source of income is rental income, a high level of rent arrears will reduce the Association's ability to provide management services and meet its revenue and loan requirements.
- 3.3 The Association acknowledge that high rent arrears are a contributory factor in debt, tenancy sustainment, homelessness, and in turn, social

exclusion and as a result this Rent Management Policy is necessary to prevent where possible and minimise the level of rent arrears among the Associations tenants and Sharing Owners.

4. LEGAL & REGULATORY CONTEXT

4.1 The current legal context for the recovery of possession (as a result of rent arrears) is contained within the Housing (Scotland) Act 2001 and grounds are detailed within the Scottish Secure Tenancy Agreement. However in implementing our approach the Association is also mindful of our rights and responsibilities contained within other legislation. An example of relevant Acts are:-

- Housing (Scotland) Act 2001, 2010 & 2014
- Housing (Scotland) Act 1998 (shared ownership)
- Homelessness etc. (Scotland) Act 2003
- Welfare Reform Act 2012
- Coronavirus Act 2020
- Private Housing (Tenancies) (Scotland) Act 2016
- Debtors Scotland Act 1987 – Enables the Association to seek wage arrestment from a debtor
- Data Protection Act 1998 & General Data Protection Regulations 2018– responsibilities for gathering and sharing information – staff should refer to appropriate Policy and subsequent guidance
- Equality Act 2010 – ensures that everyone is treated fairly and given fair chances, and this is done equally across all groups, protected or otherwise
- Children Scotland Act 1995 – Consider implications and options prior to taking recovery action
- Human Rights Act 1998 responsibilities in terms of safeguarding human rights etc.
- Bankruptcy and Diligence etc. (Scotland) Act 2007
- Statutory Instrument 2012 No 127 Pre Action Requirements Order 2012
- Scottish Social Housing Charter
- Letting Agent Code of Practice 2018

4.2 The Association in developing this policy made reference to the relevant indicators contained within the Scottish Government's Scottish Social Housing Charter:

1: Equalities

Social landlords perform all aspects of their housing services so that:

Every tenant and other customer has their individual needs recognised, is treated fairly and with respect, and receives fair access to housing and housing services.

2: Communication

Social landlords manage their businesses so that:

Tenants and other customers find it easy to communicate with their landlord and get the information they need about their landlord, how and why it makes decisions and the services it provides.

3: Participation

Social landlords manage their businesses so that:

Tenants and other customers find it easy to participate in and influence their landlord's decisions at a level they feel comfortable with.

11: Tenancy sustainment

Social landlords make sure that:

Tenants get the information they need on how to obtain support to remain in their home and ensure suitable support is available, including services provided directly by the landlord and by other organisations.

13: Value for money

Social landlords manage all aspects of their businesses so that:

Tenants, owners and other customers receive services that provide continually improving value for the rent and other charges they pay.

14 & 15: Rents and service charges

Social landlords set rents and service charges in consultation with their tenants and other customers so that:

A balance is struck between the level of services provided, the cost of the service, and how far current and prospective tenants and other customers can afford them.

5. RESPONSIBILITY

- 5.1 Operational responsibility for rent management is delegated to Housing Services. Individual Housing Officers have responsibility for all rent arrears in their "own patch" and the Head of Housing Services retains overall control and responsibility for decision making.
- 5.2 The Board has the authority to uphold or reject a recommendation by the Head of Housing Services in respect of an Eviction Report, following a Decree being granted. In addition the Board are responsible for monitoring quarterly arrears reports, KPI and commenting as required.

6. PREVENTING RENT ARREARS

6.1 The Association will attempt to prevent arrears from arising by ensuring that at all times we:

- Set rents that are affordable to tenants in low paid employment
- All tenants pay their rent one month in advance in accordance with the Scottish Secure Tenancy Agreement (SST)
- Give the required period of notice and detailed information to tenants where changes in their rent charges are proposed
- Card payments will be paid into the rent accounts within 4 working days
- DD payments will be paid into the rent account within 3 working days
- 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, Universal Credit or Discretionary Housing Payments, by helping them apply for assistance by signposting them to our partners (CAB) for Welfare Rights and Benefits advice.

6.2 Pre-tenancy Work

6.2.1 Even before a tenancy starts the Association will use the application stage to carry out pre-tenancy work to ensure that future tenants are aware of the importance in paying their rent.

6.2.2 During all pre-tenancy work the Association will inform applicants if they are offered a tenancy that they will pay one month's rent in advance, as outlined in the Scottish Secure Tenancy Agreement. Providing this information in advance should provide enough opportunity for a prospective tenant to prepare to cover the first month's rent.

6.2.3 Where a prospective tenant is struggling to pay their first months rent payment in advance, they should be signposted to the relevant agencies to apply for an advance in their UC or Discretionary Housing Benefit to ensure the rent in advance is paid timeously.

6.3 Start of Tenancy

6.3.1 At the start of a tenancy, the new tenant meets with the Housing Officer to view and 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 month's rent will be due to be paid in advance, on the date the tenancy is signed.
- Confirm that rent is due regularly e.g. weekly/monthly, and amount of rent due.
- Agree payment methods e.g. housing benefit, universal credit, direct debit, cheque, debit card etc.

- How to claim housing benefit/universal credit and other welfare benefits
 - Provide advice about support organisations and assist with early referrals, where appropriate e.g. welfare rights, social work, money advice, etc.
 - Gather information about tenants' personal circumstances, which will assist the Association to provide appropriate support and advice.
- 6.3.2 Rent obligations will be made clear at the sign-up date. The monthly rent and the full amount due for the period should be made clear to the tenant. The tenant should also be aware that they should contact their Housing Officer at the early stages of non-payment if this should arise.
- 6.3.3 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 Services's discretion.**
- 6.3.4 Advice will be given regarding Housing Benefit (H/B) and Universal Credit (UC) where it looks like the tenant may qualify. It should be made clear that HB/UC will only be payable from the date a tenant moves into the property. The tenant should be advised that they need to respond to any requests for information from either WDC, ABC, DWP or ourselves regarding rent or housing costs. Proof of income must be supplied or forwarded as soon as possible for all in the household.
- 6.3.5 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 and this is discretionary. If the new tenant is on UC, there are no provision in place for a "4 week overlap".
- 6.3.6 Within 4 - 6 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, universal credit and housing benefit will be covered during the discussion, and appropriate advice given.

7. CONTROL & RECOVERY

- 7.1 The Association will monitor all rent accounts at least weekly and make contact with tenants in arrears as per the Rent Management procedure. The Association will use a variety of methods to contact tenants in arrears and record all contact whether by letter, visit, interview, email, text or telephone call on its Housing Management IT system (Homemaster).
- 7.2 The Rent Management procedure will be followed to ensure compliance with the pre-action requirements which permits staff to issue a Notice of Proceedings if there is a need to commence legal action.
- 7.3 Interviews should always be attempted when an arrear is accruing to assess the tenant's need for support, referral to other agencies and to be clear on the tenant's circumstances. Tenants should be made clear, if they

continue with non-payment or partial payment of rent, they are at risk of losing their home.

- 7.4 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.
- 7.5 Arrangement being made should be for a minimum of the rent charge plus £50.00 towards the arrear or with an aim to clear the arrears in full within a maximum of 12 months, whichever is less. Tenants who cannot afford £50.00pm towards their arrears or taking longer to clear than the prescribed 12 months will be at the discretion of the Head of Housing Services.
- 7.6 If a tenant is on Housing Benefit and in arrears, they should be advised that Arrears Direct payments may be requested which allows weekly deductions from their benefit. Where a tenant requests this not to happen and if applicable, an arrangement should be put in place and the tenant advised that if the arrangement is broken, we will apply directly to the Local Authority for arrears direct to be forwarded to us. The tenant should also be encouraged to make weekly payments (over and above the direct payment) where possible, to reduce the debt, especially where the debt is likely to take a considerable time to clear.

Entering into "arrears direct" will not always preclude the Association for continuing to pursue legal action, should the debt be at a high level. It should be noted that there is a criteria for granting these Payments, in terms of benefit eligibility and arrear amount – currently the tenant must be 4 weeks in arrears over an 8-week period.

- 7.7 For tenants in receipt of Universal Credit (UC), staff should encourage recipients to agree to an Alternative Payment Arrangements (APA) with the DWP, that allows the rent element of their benefit to be paid directly to the Association. This can only be done from the second payment onwards of UC.
- 7.7.1 Where a UC claimant gets the rent element paid directly to them and then fails to pay their rent to the Association, an application to have Direct Payments made to the Association should be made as soon as possible. This is generally after 2 payments have been missed. If there is an arrear on a UC recipients account the Association can ask for 3rd party deductions (additional payments) to be made directly to the Association to recover the debt.
- 7.8 Accurate records must be logged on the Associations Housing Management IT system (Homemaster) of all action taken to manage a tenant's rent account. The Rent Management procedure supports staff in

the management of rent accounts by providing an escalation process that will be used to manage accruing arrears.

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

8. PAYMENT OPTIONS

- 8.1 The Association expects rent payments to be made on the 1st of each month or monthly in advance which is specified in the Tenancy Agreement that tenants have with the Association, however individual arrangements will be considered with tenants depending on their individual financial situation. Tenants will be advised in relation to their initial and future payments when signing the Tenancy Agreement for their property. The use of Direct Debits should generally be encouraged where a tenant has a bank account. It is expected that DD payments leave accounts and be credited to the rent account within 3 working days
- 8.2 If payments are not made by the end of the month then this should be considered as an arrear, unless it is a technical arrear.
- 8.3 Housing Services Staff will endeavour to make a payment arrangement which is as flexible as possible for the tenant to avoid arrears accruing - e.g., a tenant who is paid weekly should be allowed to make weekly rent payments if this is more convenient (see 7.4 for more detail).

9. TECHNICAL ARREARS

- 9.1 It is recognised that not all arrears in a tenants rent account are “actual arrears”, there is a clear distinction between “Technical” and “Non-Technical” arrears which is detailed in the ARC guidance. In general, technical arrears are unpaid rent from Housing Benefit or Universal Credit which has either still to be processed or due in a future payment cycle.
- 9.2 When calculating arrears at the end of each month, Housing staff have to consider the Technical Arrear, which will be deducted from the total arrears thus give a true arrears figure (this is regarded as the actual or true arrear).
- 9.2.1 Housing Benefit is paid every 4 weeks, Association’s charge rent monthly, HB will over the course of the year pay a 13th payment that will make up this shortfall, however due to the payment cycle, the 13th payment is usually received after the last day of the month so a technical arrear calculation must be carried out to obtain the true arrear.
- 9.2.2 Universal Credit payments which are made direct to the landlord i.e. APA’s, managed payments and any DHP payments for UC, are paid monthly, however due to the payment cycle, the last payment is usually received

after the last day of the month, a technical arrear calculation must be carried out to obtain the true arrear.

- 9.2.3 The calculation for technical arrears for both HB & UC is as follows; from the first day after benefit is paid until the last day of the month (inclusive), multiplied by the daily benefit rate. e.g. Benefit paid in Sept up until 16th – count days from next day to end of month i.e. 17th – 30th (inclusive) = 14 days and multiply this by the daily benefit rate.

10. CO-OPERATION WITH OTHER AGENCIES

- 10.1 Dunbritton will co-operate with external agencies that may assist the tenant in managing their financial circumstances and reducing their debts, particularly their rent arrears. Mandates / consent forms where applicable will be completed and signed to ensure compliance with GDPR.
- 10.2 It is a recognised aspect of arrears control that in many cases there is a need for close liaison between Housing Officers and Welfare Agencies from whom help can be enlisted. Housing Officers will develop an awareness of other sources of help for tenants with arrears problems and endeavour to refer them to agencies such as; Social Work, Citizens Advice Bureau and Money Advice Centres. We currently have a partnership agreement with CAB to offer welfare rights advice to all our tenants which will be fully utilised
- 10.3 Dunbritton Housing Association's Housing Officers and have developed a close working relationship with both Local Authorities. This allows them to verify tenants' information and expedites the time taken to process benefit claims.
- 10.4 Housing Officers will monitor housing benefit / universal credit monthly payments and identify any slippage in timing of payments or any operational problems which may affect the Association's payments. Where issues arise in relation to this, the Head of Housing Services should be notified to keep them abreast of any developing situations.

11. LEGAL ACTION

- 11.1 The Housing Services section of Dunbritton Housing Association will adhere to this Policy framework and the internal procedure to control, minimise and recover rent arrears. However 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 i.e. serving a Notice of Proceedings (NOP) or court action. For more details of this process, reference should be made to the Legal Action and Eviction Policy (HS14).
- 11.2 Legal action is not a course which will be embarked on lightly, and there are sufficient areas in the 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, the Association will consider all options including Sisting the case at court (postponing to monitor).

- 11.3 The Head of Housing Services has the delegated responsibility to authorise all NOP's and cases going to court for the appropriate action, the Board will only become involved in cases once they have reached the final stage i.e. award of decree. The Housing Officer will prepare all related paperwork in connection with serving a NOP or send the relevant paperwork to the Associations solicitor to commence court action.
- 11.4 The Association's procedure on Rent Management will be followed, but where this fails to address an individual arrear accruing, the legal action process should be initiated once authorised by the Head of Housing Services.
- 11.5 In the event of a tenant failing to co-operate with staff and/or not adhering to an arrangement, the Pre-Action Requirement process should be adhered to which is fully explained in the procedure, thereafter a Notice of Proceedings should be issued in accordance with section 14(2) of the Housing (Scotland) Act 2001 which states;
- The landlord under a Scottish Secure Tenancy may raise proceedings by way of summary cause for recovery of possession of the property.
 - 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.
- 11.6 Where there are joint tenants, a landlord should serve an individual notice on all of the joint tenants.
- 11.7 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 sure that they have an audit trail, which clearly establishes attempts made to identify and notify any qualifying occupiers. Dunbritton Housing Officers will check details of last HB/UC applications and other tenancy information.
- 11.8 Failure by the tenant to respond to the Notice of Proceedings, or to make a satisfactory agreement towards the arrears will result in the Association's Solicitor being instructed to book the case into court.

- 11.9 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 and recovery of the debt plus legal expenses.
- 11.10 Decree / Sist / Continuation (*reference should also be made to the “Legal Action & Evictions” procedure HS14 when reading this section*)
- 11.11 If the tenant appears at court and makes an offer to pay, the case will usually be continued by the court for a period, to give the tenant the opportunity to reduce the arrears. The Association can determine the length of time the continuation should be for. If the payment arrangement is adhered to and the arrears are cleared in full, the case can be closed, with legal fees added to the debt (if applicable). If the arrangement is broken, the Association’s solicitor will 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.

Eviction is the last resort and every other option should be explored to avoid this.

- 11.12 If a Decree is awarded then the tenant will be expected to clear the total outstanding arrears, pay 1 months’ rent in advance and any appropriate court expenses to prevent the decree from being enforced. At no time will an eviction decree be enforced without the prior consent of the Board.
- 11.13 Following the award of a decree, the Head of Housing Services will prepare an eviction report for the Board to enable a decision to be taken with regard to the ultimate eviction of the tenant. Any arrangement offered to clear the arrears if full or the majority of the money owed, should be detailed for consideration by the Board, if it’s the latter, it must be accompanied with an agreement to clear the remaining arrears and court expenses within a reasonable timescale (each case will of course be considered individually).
- 11.14 The eviction report will be send to the Chair and Vice Chair for approval with a view to this being presented at the next available Board meeting.
- 11.15 If a Decree is enforced, the Association will liaise with the appropriate Local Authorities’ Social Work and Homelessness Sections to ensure any transitional preparations can be made to assist with the evicted households next step towards obtaining emergency accommodation.

12. WELFARE REFORM

- 12.1 Over the past few years there has been a gradual transition by the DWP towards shifting claimants from the original state benefits (JSA, IS, ESA etc.) onto Universal Credit.
- 12.2 Bedroom Tax (spare bedroom subsidy) continues to be managed in Scotland by the payment of Discretionary Housing Payments (DHP). Tenants affected by the bedroom tax should get DHP once the application for payment is made to the Local Authority by staff on behalf of their tenants.
- 12.3 The Scottish Government continues to look at methods to minimise the impacts of Welfare Reform and have devolved powers which can be used with regards to Universal Credit. Legislation has allowed direct payments to be an option available to recipients to have the rent element of their UC paid directly to Landlords. They have also provided various payment options to allow recipients to manage their finances.

13. SEQUESTRATION

- 13.1 Where we receive official notification that a tenant has been sequestrated, any arrears pre-dating the order will be written off in accordance with current legislation. The Association will not be able to pursue arrears accrued prior to this date; although arrears accrued after the sequestration can legitimately be pursued (refer to Appendix 1).
- 13.2 Once a debtor is sequestrated, the Association will contact any trustees for the partial or full repayment of any debt; the trustee must approve what the tenant pays to the Association towards the sequestrated debt.
- 13.3 The Association will write-off sequestrated arrears as at the date of sequestration once confirmation from the Accountant in Bankruptcy (AIB) is received. The Board will be notified of this transaction but no formal approval is required as this is legislative.

14. FORMER TENANT ARREARS & WRITE OFFS

- 14.1 Former tenant arrears will be pursued using the same principles as current tenant arrears. Where appropriate payment arrangements will be agreed with former tenants to clear the balance. Tenants ending their tenancy will be reminded of their payment responsibilities and encouraged to provide a forwarding address.
- 14.2 Where initial action to recover former tenant arrears has proved unsuccessful, this debt may be passed to a debt collection agency for recovery where this is commercially viable; debts of less than £250 will generally be written off once internal procedures have been exhausted.

14.3 Arrears deemed to be irrecoverable by our solicitor will be written off without further action. Written off debts does not negate the former tenant's responsibilities for the debt and should their whereabouts be known in future or they make an application for rehousing, they will be pursued for this debt (within legislative guidelines).

14.4 The Head of Housing Services has delegated authority to authorise the write off of arrears under £1,000 once all recovery processes have been exhausted. Former tenant arrears of £1,000 or more will not be written off without the approval of the Management Board.

15. RENT ACCOUNTS IN CREDIT

15.1 Housing Officers will identify tenants with a credit balance in their rent account, both current and former. The Housing Officer will investigate to ascertain if the tenants owe any monies to the Association e.g., re-chargeable repairs, legal expenses or factoring.

15.2 All internal debts must be cleared in full prior to any credits being refunded back to the tenant. The Rent Management procedure explains this in more detail.

16. CONFIDENTIALITY

16.1 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 (GDPR).

16.2 All information regarding arrears is to remain confidential to the Staff and 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.

16.3 Reporting of arrears cases to the Board will be by number code only. No tenant's name or address is to be revealed at any time.

17. BOARD MEMBERS IN ARREARS

17.1 Anonymity will be preserved at all times from Board Members in terms of considering individual cases. As Board Members may also be tenants of the Association, those tenants should not accrue arrears. The Head of Housing Services will monitor all Board Members (tenants) rent accounts quarterly.

17.2 Any Board Member continuing in arrears for 3 months or more (with the exception of technical arrears) will be discussed with the Head of Housing Services in an attempt to resolve the situation, if this cannot be resolved, the Chairperson will discuss with a view to resolving or to invite a resignation in accordance with Section 44.5.3 of the Association's rules

which states “a breach of the Association’s Rules, standing orders or other policy requirements”.

18. PERFORMANCE MONITORING AND THE ROLE OF THE BOARD

- 18.1 Every Quarter the Board will be updated on the KPI’s for the Association which will contain the Gross Rent Arrears figure as a %.
- 18.2 The Head of Housing Services has delegated authority to pursue recovery action to the final stages, the Board will only become involved with individual cases once a decision has been granted.
- 18.3 The eviction report will be presented to the Chairperson and Vice Chairperson detailing the payment history, summary of the case, with a recommendation from the Head of Housing Services as to the proposed action to be taken.
- 18.4 The Head of Housing Services will notify the Board of this decision at the next Board meeting.

19. COMPLAINTS / APPEALS PROCEDURE

- 19.1 Any tenant who feels aggrieved by their treatment under this Policy can ask for a copy of the Association’s Complaints Policy, which is available at the Association’s office. Tenants also have a right to complain to the Public Services Ombudsman. The Complaints Policy details the way in which you can complain and the timescales for responding.

20. EQUALITIES COMMITMENT

- 20.1 As a service provider and employer we recognise the requirements of the Equality Act 2010, oppose any form of discrimination, and will treat all customers, internal and external, with dignity and respect. We recognise diversity and will ensure that all of our actions ensure accessibility and reduce barriers to employment and the services we provide.

21. LINKS WITH OTHER POLICIES

- 21.1 Our Rent Management Policy is supported by and links to a number of other Policies;
 - Allocations Policy
 - Financial Regulation Policy
 - Rent Setting Policy
 - Asset Management Standards and Performance Policy (Repairs)
 - Data Protection Policy (GDPR)
 - Equality and Diversity Policy

APPENDIX 1

Sequestration (Trust Deeds) – GENERAL GUIDANCE ONLY

The following information is to give a general understanding of Sequestration with particular reference to Trust Deeds as this would be the more likely solution for someone with financial debts and the means to make some form of contribution to the Trustee

A Trust Deed is generally viewed as a suitable alternative to Sequestration it is a voluntary but legally binding agreement. There is no minimum or maximum debt.

Sequestration is the legal term for personal bankruptcy. It is a legal process which begins when the debtor is formally declared bankrupt by the Court. You must owe at least £1500.00 and one or more of your creditors must have taken legal action to enforce or demand the repayment of a debt.

In both cases (Trust Deed & Sequestration) a Trustee is appointed to act in the interests of the creditors.

Trust Deeds – A trust deed is signed by an individual who is unable to pay his/her debts. **The debtor is told to stop payment to debts but must pay ongoing financial expenditure such as rent.** In order to protect the trust deed the appointed Trustee publishes a notice in the Edinburgh Gazette and writes to all the creditors enclosing a copy of the notice and of the trust deed advising that the trust deed is to become protected. The Creditors have 5 weeks from the date of the notice to object, so long as more than one half in number of creditors whose claims amount to more than one third of the total debt do not object the trust deed will become protected. **The debt can no longer be pursued.**

If the majority of creditors do object and the individual owes more than £1500.00 then the trust deed will not become protected, it is likely a petition for Sequestration will then be lodged. If granted apparently in the majority of cases there are **no pay-outs for creditors.**

Should the Association be one of the creditors and decide to object to the granting of a Trust Deed, you can continue to pursue the debt and legal action (**Always check with our solicitor**) within the 5 week period. Once protected you cannot pursue the debt, however you can pursue legal action for repossession.

The other point worth remembering is that if a Trust Deed is signed by an individual it is a contribution based agreement therefore at the end of the period (normally 3 years) there may be a pay out to creditors once the Trustee has deducted his expenses.