



Rent setting and arrears management policy for temporary homeless accommodation

1. The Principles and Objectives of the Rent Arrears Policy

Principles

This policy is influenced by the following principles which will underpin the Council's approach to the charging of rent and the management of rent arrears in temporary homeless accommodation:

Consistency - the Council will apply the policy in a fair and consistent manner so that homeless households in arrears are treated in a similar manner to achieve similar outcomes across Highland;

Openness - the Council will inform all households being placed in temporary accommodation about this policy and it will be available on our web-site;

Legality - the Council will ensure that the policy reflects the legal framework and best practice;

Responsiveness - the Council seeks to have a policy which is capable of responding to a wide range of complex individual needs and circumstances;

Equal Opportunities:

The Council will act in a manner to encourage equal opportunities and will aim to ensure that information on the policy is accessible to all, and to implement the policy in a manner consistent with equal opportunities. To ensure this is done, an Equality Impact Assessment will be carried out on this policy.

2. The Policy

What we will do:

We will set rents in temporary homeless accommodation as follows:

Rent for temporary furnished units

- Council owned units - the rent charge will be the Council rent <add hyperlink to web page> for the size/type of property plus the Homeless Service Charge;
- Units rented from partner housing associations – the rent charge will be based on the full cost recovery of the charge levied by the housing association plus the Homeless Service Charge;
- Units rented from private landlords – the rent charge will be based on the full cost recovery of the charge levied by the landlord plus the Homeless Service Charge;

Rent for Framework Contract Units

- Units used from the Framework which are rented from private landlords – the rent charge will be based on the full cost recovery of the contracted charge agreed with the landlord;

Ad Hoc Bed & Breakfast

Units used on an emergency basis from private providers out-with the Framework Contract – any stay in such accommodation will be kept to a minimum and homeless households will be moved to more suitable accommodation as quickly as possible. In such cases it will be up to the **Area Housing Manager** or the **Housing & Homeless Service Manager** to decide what level of reasonable charge will be made for the accommodation, taking into account the length of the stay, the financial/benefit status of the applicant and the affordability of the charge. The Local Housing Allowance rates will be used as a guide.

We will base our policy of rent collection on the following principles:

	Full HB	Partial HB	No HB entitlement
Temporary furnished Accommodation (temporary lease)	HB will cover both rent and Homeless Service Charge – no issues	If rent net of HB is greater than the equivalent Local Housing Allowance, homeless person pays the LHA rate plus the Homeless Service Charge – difference to be remitted	If rent is greater than the equivalent Local Housing Allowance, homeless person pays the LHA rate plus the Homeless Service Charge -difference to be remitted

	Full HB	Partial HB	No HB entitlement
Framework Unit (occupation agreement)	HB will cover all but the non-rebateable £10 heating and lighting charge – homeless person to pay the £10 weekly*	If rent net of HB is greater than the equivalent Local Housing Allowance, homeless person pays the LHA rate (shared room rate if under 35) plus the Homeless Service Charge - difference to be remitted	If rent is greater than the equivalent Local Housing Allowance, homeless person pays the LHA rate (shared room rate if under 35) plus the £10 Heating and Lighting charge - difference to be remitted

Students

Given the unique way students are funded and the restrictions on access to some benefits, students in temporary homeless units may find it difficult to pay the rents charged. In such cases it will be up to the **Area Housing Manager** or the **Housing & Homeless Service Manager** to decide what level of reasonable charge will be made for the accommodation, taking into account the length of the stay, the financial/benefit status of the applicant and the affordability of the charge. The Local Housing Allowance rates will be used as a guide.

We will also ensure:

- That all homeless households are given information about their rent at the start of their stay in temporary homeless accommodation including the amount they have to pay, the importance of making regular payments or claiming Housing Benefit if appropriate, and what methods they can use to pay their rent;
- That all homeless households are personally contacted as early as possible after falling into arrears to enable an affordable solution to be agreed as quickly as possible;
- That we use all appropriate methods of communication open to us when contacting homeless households in arrears. Face to face visits will be the preferred, default communication method but letters, telephone calls, e-mail and text messages may be used if appropriate.

- That all homeless households remain aware of their responsibility to pay rent on time and the potential consequences of non-payment;
- That all homeless households receive information, advice and support on maximising their income by claiming appropriate benefits, improving personal budgeting skills and dealing with debt;
- That we use all legal options open to us in the recovery of arrears where the homeless household is wilfully and knowingly refusing pay their rent up to and including eviction or the ending of accommodation;

3. What you have to do:

You have to pay rent in homeless accommodation. Sometimes things happen and you genuinely struggle to find the rent money - or struggle filling in the forms to claim housing benefit. If this is the case please contact your housing officer or support worker right away if you think you cannot pay your rent - we can help by making sure your rent is affordable and helping you to claim housing benefit if you qualify.

If you do end up owing rent, these are the actions we will take:

Visit

If you do miss a rent payment after rent charges and benefits have been sorted out, we will visit you as soon as you miss a payment (even if you are claiming Housing Benefit) to discuss what you need to do to sort things out. If you are not in for this visit we will ask you to contact us. If you do not pay what you owe or contact us to tell us what you are doing about the missed payment we will send you a letter reminding you what you have to do.

Two weeks later

Review letter sent

If you have not paid what you owe or an arrangement to pay has not been agreed and kept to within two weeks of our last contact we will write to you and tell you what you owe, confirm if you are getting housing benefit or not, and we will put you in contact with an Intensive Support Officer. We will ask you to contact your housing officer to discuss this. If you do not do this, we will issue you with a Notice to Quit your accommodation.

Two weeks later

Visit

We will visit you again to discuss the letter and what you need to do to sort things out. If you are not in for this visit we will ask you to contact us. If you do not pay what you owe or contact us to tell us what you are doing about the missed payment we will issue you with a **Notice to Quit** your accommodation.

One week later

Notice to Quit

If you have not paid what you owe, an arrangement to pay has not been agreed or you have not kept to the arrangement we will issue you with a **Notice to Quit** your temporary accommodation. This means you could be asked to leave the accommodation after 28 days if you do not try and sort out the rent arrears.

One week later

Pre-end of tenancy Interview

If you have not paid what you owe, an arrangement to pay has not been agreed or you have not kept to the arrangement, we will arrange a “Pre-end of tenancy Interview” with the Principal Housing Officer to discuss your arrears. **We still aim to come to an affordable arrangement with you to pay the rent you owe and your future rent and to prevent you losing your accommodation.** You will be offered assistance from support services such as the CAB, Intensive Support Officer or the Move on Project. If you do not already have housing support, this will be discussed with you. If you do not attend this meeting and do not pay what is owed, we will ask the principal housing officer to approve a date for you to leave your accommodation.

Two weeks later

Approval of Homeless Accommodation Exclusion

If you have not paid what you owe or an arrangement to pay has not been agreed or you have not kept to the arrangement, the Principal Housing Officer will approve the Homeless Accommodation Exclusion Request and you will be given a date to leave your accommodation.

One week later

Temporary Tenancy ends

If you have not paid what you owe or an arrangement to pay has not been agreed, your access to your temporary accommodation will end—we will give you information in writing about what you have to do to be re-considered for temporary accommodation

Please come and talk to us at any point in this process — we do not want anyone to lose their temporary accommodation and we will work with you to come to an affordable arrangement to pay arrears right up to the stage we end your stay in temporary accommodation.

As well as your housing officer being able to help we can put you in touch with advice organisations such as the Citizen's Advice Bureau, Intensive Support Officers, the Move on Project or housing support providers — they can all help you access advice about benefits budgeting and dealing with debt. Please speak to us on **01349 886602** or make contact with your housing officer.

4. Arrears on closed rent accounts (Former Tenant Arrears)

If you have arrears on your rent account when your tenancy ends, you must still pay them.

Collection of arrears on closed rent accounts will be carried out based on the same principles as for current rent accounts – we will only seek to recover the charges agreed at the start of the tenancy;

The collection of former tenant arrears will also be based on the same principles as former tenant arrears collection in secure tenancies – see at:
https://www.highland.gov.uk/directory_record/350646/former_tenant_arrears_and_court_charges/category/236/housing