

Langley House Trust Group Rent Arrears Procedure

Review and Amendment Log

Policy/Procedure control		
Owner, author and contact for further information:		Area Manager, London & Midlands
Lead Director:		Director of Operations
Applicable to:		Care Staff only Supported Housing Staff only Clients
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Review Date		March 2026
Version Number	Amendment date	Updates Made
V7	March 2023	<ul style="list-style-type: none"> ▪ The term 'project' replaced with 'service' ▪ Third Party Deductions section updated ▪ Covid Impact on Court Action removed ▪ Equality, Diversity and Inclusion statement updated.

Rent Arrears Procedure

1. Introduction

- 1.1 The Trust is committed to complying with relevant legislation, regulation and good practice. The primary regulator in relation to rent arrears policy is the Regulator of Social Housing (RSH) and the primary legislation is the Housing Act 1988 as amended by the Housing Act 1996. This procedure is informed by the Pre-Action Protocols in civil court cases as set out by the Civil Procedure Rule Committee and Ministry of Justice.
- 1.2 It is important that clients are supported to maintain stable accommodation both whilst with the Trust and in preparation for moving on into independent living; the prevention of rent arrears is a key aspect of this approach.

2. Aims of Procedures.

- 2.1 To ensure that rent is collected in a timely, efficient and accurate manner, in order to minimise rent arrears.
- 2.2 To achieve economic wellbeing for clients through the prevention and effective management of personal debt.
- 2.3 To ensure a firm but fair, equitable and consistent approach to rent arrears collection is applied to all residential clients across the Trust.
- 2.4 To ensure that regular monitoring of key data in relation to rent arrears and eviction proceedings is undertaken.

3. Scope of this procedure.

- 3.1 This procedure applies to all residential services where rents are paid and should be read by all staff involved in the management of rent payments and the management of rent arrears.
- 3.2 In this procedure the term '*rent*' refers to the total contractual charge made for accommodation (*both the core rent and service charges combined*) but excludes care payments. The term '*client*' refers to all of the occupancy types that are issued by the Trust.

4. Prevention of arrears

- 4.1 Either before or at the time of a client signing their occupancy agreement the service manager must ensure that clients understand their responsibilities in respect of rent payments. Advice shall also be given regarding entitlement to Housing Benefit (HB) to ensure that a valid HB claim is submitted with all accompanying documentation. Whilst the HB claim is made by the client it is the manager's responsibility to ensure that the claim is made in an accurate and timely manner.
- 4.2 As part of the needs assessment and support/intervention planning process, the manager will ensure that keyworkers discuss the importance of avoiding debt and the effective management of existing debt with all clients. Where there is a risk of arrears arising, this will be clearly indicated in the support/interventions plan and appropriate measures to manage the risk applied and recorded.
- 4.3 Clients should receive a rent statement produced from QL housing database **once every three months** (Section 2.3 of Pre-action protocols). Eviction notices that are served on the grounds of rent arrears **must** be accompanied by an 'Accommodation Charge statement' (*commonly referred to as Rent Statement*) produced from the QL housing database. **Local services** are responsible for printing and distributing the **accommodation Charge statement**; eviction notices are produced centrally by the Housing Department.
- 4.4 At each stage of the warning procedure, a full review of both the clients Support/Interventions Plan and Risk Assessment should be completed. Where other agencies are involved in the support and management of the client's risk, staff are expected to report the arrears status to all relevant parties at the earliest opportunity and where appropriate, copies of arrears warnings should be given to the relevant agencies.

5. Arrears Recovery

- 5.1 The client is contractually responsible for the payment of their rent in line with their occupancy agreement. Where HB or another third party is paying on behalf of a client, the weekly charge still remains the contractual responsibility of the client.
- 5.2 For the avoidance of doubt, non-payment (by HB or other third party) or shortfall by HB or third-party payment will require the client to meet the full contractual accommodation Charge payment.
- 5.3 Clients who have arrears are **not allowed** to move properties/rooms; a written requests should be made by service management (if a business case exists for such a move) to your Area Manager.
- 5.4 The Trust will agree to make Arrears Repayment Plans (ARP) in order to help support clients who have fallen into rent arrears.
- 5.5 A maximum of **three** ARPs can be offered to a client during their stay in a Trust property. If the client is moved to another property (not an internal room move) and they fall into rent arrears again, one further ARPs can be offered. Requests for further ARP's must be made in writing by the manager to their Area Managers.
- 5.6 All ARP's must be based upon disposable income and a **budget plan must be completed** (and kept on file with the ARP) to establish the amount of disposable income available, A copy of the ARP can be found in Appendix A.

5.7 Third party deductions

5.8 Deductions can be set up from universal credit when a claimant owes money to the DWP or some other creditors.

5.9 The DWP can pay all or part of a claimant's universal credit entitlement to another person if it is in the best interests of the claimant and their family to do so¹.

5.10 This can include third party deductions to pay part of a claimant's universal credit to creditors.

5.11 Third party deductions can only be made for:

- owner-occupier service charges
- rent and service charges included in rent
- fuel costs
- water charges
- council tax
- community charges
- magistrate court fines
- child maintenance
- certain loans made by a credit union or similar mutual organisation
- refugee integration loans

5.12 The DWP can make third party deductions in respect of a maximum of three different debts at one time.

5.13 Most third-party deductions are worked out as 5% of the standard allowance, except for:

- rent and service charges included in rent
- fuel costs and water charges
- child maintenance

5.14 **Deductions for rent and service charges:**

5.15 Renters can have between 10 and 20% of the standard allowance deducted for arrears of rent and service charges which are paid with or as part of their rent.

5.16 For a third-party deduction to be set up for these debts, the claimant must:

- be occupying the accommodation to which the debt applies
- be entitled to the housing costs element **or in receipt of housing benefit for 'exempt accommodation'**
- not have earned more than the work allowance which applies to them in the previous assessment period

¹ para 58(1) Universal Credit, Personal Independence Payment, Jobseeker's Allowance and Employment and Support Allowance (Claims and Payments) Regulations 2013/380. For guidance on when it might be in the best interests, see para D2022, Chapter D2: Third Party deductions UC, JSA & ESA, Advice for Decision Makers, DWP.

- 5.16.1 Universal credit regulations do not state how much debt the claimant must be in before the DWP can set up third party deductions for rent and service charge arrears.
- 5.16.2 The DWP's Alternative Payment Arrangements guidance states that the claimant's landlord can request a rent arrears deduction if they have accrued rent arrears to the value of two months' rent or more. The guidance does not state whether the same principle applies where the arrears are just for ineligible service charges.
- 5.16.3 When third party deductions have been set up for rent arrears or service charges, the deductions must stop if the claimant's earnings are equal to, or exceed, the work allowance for three monthly assessment periods.
- 5.16.4 Deductions for rent or service charges must stop when the claimant moves out of the address where the debt was accrued.
- 5.17 Further information on Third Party Deductions can be found in – [DWP - A guide for landlords - rent arrears and service charges \(updated 24/09/2019\)²](#).

5.18 **Alternative Payment Arrangements**

- 5.19 Alternative Payment Arrangements (APA) are for clients on Universal Credit who cannot manage their single monthly payment and there is a risk of financial harm to the client. APAs are available to help clients who need additional support in paying housing costs of Universal Credit as a Managed Payment (MP) direct to the landlord.
- 5.20 Whilst the Trust do receive the Housing Element of Universal Credit directly via HB due to its Exempt accommodation status (exempt from Local Housing Allowance rates); in preparing clients who are moving on, APA could prove helpful for those clients moving into their own independent housing.
- 5.21 Further information on Alternative Payment Arrangements can be found at – [Alternative Payment Arrangements - GOV.UK \(www.gov.uk\)³](#).

5.22 **Weekly arrears management**

- 5.23 Rent is due weekly **in advance** on Monday of each week as per accordance with the occupancy Agreement. The Manager will review QL arrears reports each week. Any increase in arrears or failure to reduce arrears by prior agreement will be identified and appropriate action taken
- 5.24 Rent arrears warning letters (appendix C – F) are processed centrally by the Housing Team and sent to service manager for distribution to clients in arrears.
- 5.25 It is compulsory for rent arrears letters to be served and actions identified by the Housing Team to be completed by Managers. Actions that are commonly required are the compiling of court files or a further ARP to be set up. Any actions not being taken must be authorised by the relevant Area Manager.

² A guide for landlords – rent arrears and service charges - <https://www.gov.uk/government/publications/how-to-request-deductions-from-benefit-a-guide-for-creditors/third-party-deductions-from-benefits-a-guide-for-landlords-rent-arrears-and-service-charges>

³ Alternative Payment Arrangements – <https://www.gov.uk/government/publications/universal-credit-alternative-payment-arrangements/alternative-payment-arrangements>

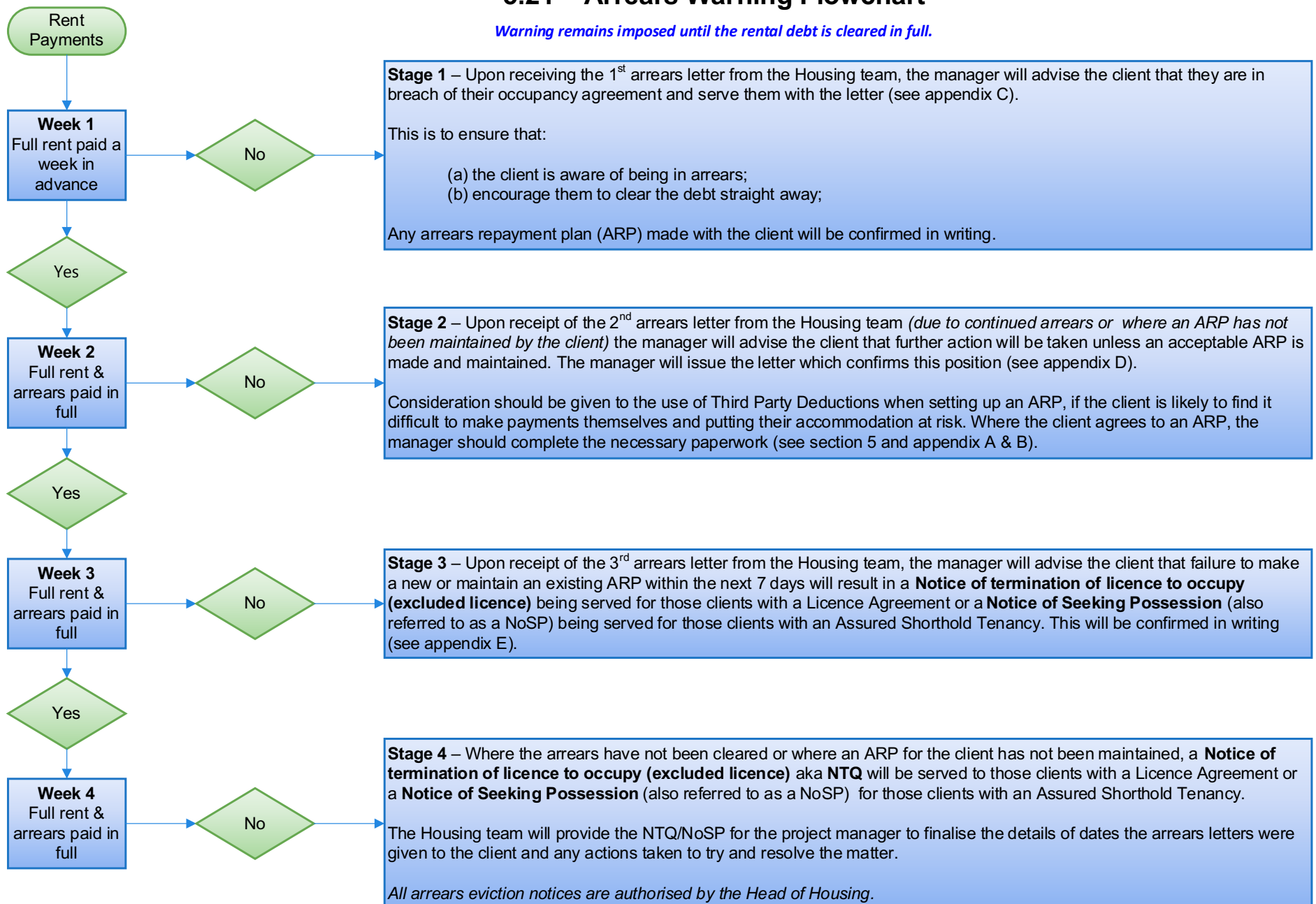
5.26 Rent arrears eviction notices that are sent through by the Housing Team are deemed as approved to be served.

5.27 **Note - Rent arrears warnings remain in effect until the full rental debt is cleared.**

5.28 See Arrears Warning Flowchart in next section.

5.21 – Arrears Warning Flowchart

Warning remains imposed until the rental debt is cleared in full.



6. Issuing Notices

- 6.1 As per section 5.26, the Housing Team are responsible for sending through rent arrears letters to local services. Eviction notices received are deemed as approved to serve and should be done so within the week of receipt.
- 6.2 There is a standard format which is prescribed in the Housing Act and must be used in all cases for Notice of Seeking Possession (also referred to as a NoSP):
- 6.2.1 Grounds 8 (mandatory grounds) requires 'Rent arrears, where both at the date of service of notice of seeking possession and at the date of the hearing the tenant owes two months or eight weeks rent or more'.
 - 6.2.2 Grounds 10 (discretionary grounds) requires that 'Some arrears of rent due'.
 - 6.2.3 Ground 11 (discretionary grounds) Whether or not any rent is in arrears on the date on which proceedings for possession are begun, the tenant has persistently delayed paying rent which has become lawfully due.
- 6.3 The Service Manager must seek the Area managers decision on the grounds to pursue in a case of a Notice of Seeking Possession claim.
- 6.4 An **authentic** copy (***signed and scanned copy***) of all warning letters must be scanned and stored against the client file on Eclipse in order to produce as evidence if and when required.
- 6.5 All notices **must be served** to the premises that the client occupies. This means that, in a shared property, notices should be served on the **client's own room**. The best way to serve a notice is to hand it to the client. If this is not possible, it should be served on their room, or under the door avoiding it going under the carpet edge.
- 6.6 All copies of the notice should be accompanied by a certificate of service (Appendix G) and should be signed by the serving member of staff and a witness (staff member).
- 6.7 A letter must accompany the notice to the client, clearly stating the position of, and the Trusts intended course of action. It should state what the client might do to avoid the matter having to go further (possibly to court). The notice will advise the client that they may seek legal advice, and the accompanying letter will specify where this may be sought. When the notice is served, the client should also be given a full, verbal explanation of the situation unless this is impractical due to potential risk issues or inflaming the situation etc.
- 6.8 **Notice Period**
- 6.9 During the Notice period the Trust will make every effort to secure a reduction in the amount of the arrears.
- 6.10 Staff should continue to encourage the client to set up a Third-party deduction (as per section 5) or other repayment arrangements such as an ARP.
- 6.11 **Expiry of the Notice**
- 6.12 Once the Notice to Quit/ Notice of Seeking Possession expires and if the client has still not maintained an agreement for payment, the Trust will institute formal legal proceedings for immediate possession of the accommodation unless the client has left voluntarily.
- 6.13 In situations where the client is maintaining the agreement to pay the arrears the Trust will leave the Notice in force rather than automatically withdrawing it. It is good practice to review this

situation on a week-by-week basis and following a regular period of arrears reduction or the arrears being cleared, then advise the client that the notice will not be imposed, but the right to enforce will remain, should the agreement be broken. Bear in mind that NTQs only remain enforce for 12 months, after which a new one would need to be served.

7. Court Action and Possession

7.1 Pre-Action Protocol for possession claims

7.2 In 2006 the Pre-Action Protocol (PAP) was added to the Civil Procedure Rules with the aim of encouraging more pre-action contact between parties to prevent escalation of action and thereby to help use Court time more efficiently. This protocol was updated in 2015 and January 2020.

7.3 The PAP makes clear that possession proceedings should not be started against tenants/clients who can demonstrate that they have:

- a) provided the local authority with all the evidence required to process a housing benefit claim.
- b) a reasonable expectation of eligibility for housing benefit.
- c) paid other sums not covered by housing benefit such as personal contribution.

7.4 PAP requires landlords to adjourn Court proceedings if a client has made, and is keeping to, an agreement for payment of rent arrears.

7.5 The Trust will comply with the principles and requirements of the PAP.

7.6 In practical terms, the PAP **does not stop** the serving of warning letters (including eviction notice – *unless an ARP is in place [7.4]*), but it does mean that the Trust will not take any further action beyond the eviction notice whilst the housing benefit claim is being determined. This safeguards both the client and the Trust.

7.7 Court Action

7.8 Where required, proceedings for the recovery of possession of the property/room, will be issued in the appropriate court. Your Area Manager will co-ordinate the legal proceedings with the Manager.

7.9 If required the Manager or appointed representative will attend court and may be accompanied by the Trust's solicitor.

7.10 During the period before the court hearing the Trust will make every effort to secure a reduction in the amount of the arrears and keep an open line of communication with the client, with the aim of seeking a resolution prior to the matter being heard in court.

8. Former Tenancy Arrears.

8.1 The recovery of Former Tenancy Arrears (FTA's) can be more difficult than current arrears. Arrears can be minimised by ensuring that clients are provided with a rent statement as soon as it is indicated that they intend to leave. Before departure, a forwarding address should be obtained wherever possible and an agreement made with the client for the payment of any outstanding rent.

8.2 In those cases where a client leaves without notice, all reasonable attempts to trace them should be made. This will include contacting third party agencies where information sharing protocols are in place.

- 8.3 Former Tenancy Arrears (FTA) are to be managed by each local service. Where a letting is ended and there are arrears on the account **above the value of £100** and without an ARP in place, an FTA letter is to be sent to a forwarding address or former address on file if no forwarding address is known (see Appendix H).
- 8.4 The Trust currently uses the services of a debt recovery agency for pursuing former clients. Where there is **no reply** to the FTA letter within specified two weeks, the Service will refer the debt to the debt recovery agency - <http://www.creditg.com/> (see Appendix I).
- 8.5 The option of applying for a Court Order to recover FTA's including an Attachment of Earnings order should be considered depending on whether the whereabouts of a former client are known and what their known economic circumstances are. The costs of such action will usually be recoverable through the Courts. This course of action must be approved by your Area Manager.
- 8.6 Only when all possible opportunities to recover a former tenant debt have been exhausted and where the debt is properly regarded as being "irrecoverable" should it be proposed that it be written off. Managers should present arrears to be written off to the Area manager for consideration. Where approval to present the arrears for write-off at this stage have been made, the Area manager will present a case for the write-off to the Head of Finance in accordance with the Bad and Doubtful debts policy. The following considerations will be given:
- 8.6.1 Write offs will only be considered, twelve months after the end of occupancy date;
- 8.6.2 The debtor/client is no longer accommodated by the Trust or in Trust Floating Support services;
- 8.6.3 Debts under £100 and meeting the criteria of the above, will not be passed to debt recovery agency and so should be authorised for write off;

9. Monitoring and Reporting.

- 9.1 All arrears management activity should be recorded using the QL arrears module. Ensuring that QL is updated at each stage including Arrears Actions, Activities and Arrears Repayment Procedures will assist in the monitoring and reporting.
- 9.2 The Area Managers will present a detailed arrears report to senior management meetings.

10. Arrears Warning Flow Chart

- 10.1 For quick reference on the arrears warning stages, please refer to the printable Arrears Warning Flow Chart in Appendix J.

11. Equality and Diversity

- 11.1 The Group understands the vital role Equality, Diversity and Inclusion plays in creating an environment in which our staff and clients are able to reach their full potential. We appreciate and celebrate difference and individuality, respecting everyone as being made in God's image and having an intrinsic value, a view strongly upheld by our Trustees and Senior Management Team. There is no place for racism or any other form of discrimination within the Group it is not just illegal but goes against all that we stand for, as outlined in our values Langley House Trust Group staff are asked to challenge any racist or discriminatory behaviour that they witness, experience or hear about and then report it. The CEO's commitment is to ensure all allegations are investigated and appropriate actions taken.
- 11.2 Recognising that it works with and serves individuals in a diverse society, the Group seeks to act in a fair and equitable way to all and has assessed the impact that this procedure might have on our clients, staff and volunteers and particularly those from groups described by the Equality Act 2010 (and amendments) as having protected characteristics. This has been done through the completion of an Equality Impact Assessment.

12. Client Involvement

- 12.1. The Trust restates its commitment to the genuine and meaningful involvement of clients in the formation and review of all policies, which have an impact on service delivery. This procedure will be reviewed at the National Consultative Group on the 4th July 2023.

13. Data Protection and Confidentiality

- 13.1 As part of its work, Langley House Trust and its subsidiaries (the Group) will collect, hold and use information about people who receive services from or who work with or for the Group. This will include the Group's clients, staff, supporters, volunteers, partners and suppliers and those applying to the Group for services or employment.
- 13.2 The Group upholds the rights of data subjects to have their information processed in a lawful, transparent and fair manner, in accordance with the Data Protection Act 2018 and the requirements of the General Data Protection Regulation 2018 and will process all personal information in line with these procedures and its own Data Protection and Confidentiality Policy. Failure to do so or to report a potential breach of data confidentiality may be investigated under the Group's Disciplinary Procedures.

Arrears Repayment Plan**Appendix A****ARREARS REPAYMENT PLAN****Name of client:** _____**Address:** _____

_____**Date:** ____/____/____**Arrears to Date:** £ _____**Date the agreement is to commence:** ____/____/____

I agree to pay:

Frequency: Weekly ; Fortnightly or Monthly .

Arrears payment <i>(Amount towards arrears)</i>	£
Weekly accommodation fee charge Client ineligible amount	£
Weekly accommodation fee charge HB eligible amount	£
Total	£

I will pay £____ towards my rent arrears until they have been cleared at the frequency agreed above. If at any time I am unable to make the payment as agreed, I will contact my Service Manager to explain why.

I understand that failure to comply with the above agreement will result in the enforcement of the rent arrears procedure.

Print name of client: _____**Signature of client:** _____ **Date:** ____/____/____**Print name of staff:** _____**Signature of staff:** _____**Staff position:** _____ **Date:** ____/____/____

Appendix B**Application for Third Party Deductions**

To: Enter name of Benefit Centre Post Handling Site (Address)	From: Service name address and telephone number Creditor AP Reference Number:
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About the Claimant	
Claimants (client) name	
Claimants address	
Claimants phone number	
National Insurance number of claimant	
Date of birth of claimant receiving benefit	
Further details	
Does the claimant know that this application is being made?	Yes / No
What benefit are they claiming (if known)	
Have you tried to recover the debt from the claimant by other methods before applying for a deduction?	Yes / No
Is there a threat of enforcement action (threat of eviction/court)?	Yes / No
Debt outstanding	
What is the full weekly amount the claimant pays? (Including services charges)	
Period over which the debt has accrued (must be 8 weeks or over)	Send a rent statement
How much is the debt? (Must be at least 4 x the full weekly rent)	
Does the debt include an amount for service charges?	Yes / No
If yes, please give details of the individual elements by weekly cost	Attach a copy of the Rent Schedule.
Is there any other information you think you need to tell us? If so, please give details here	

**Arrears Letter 1 - Reminder
(Week 1 of arrears)**

Appendix C

[Add 1]
[Add 2]
[Add 3]

[Date]

Dear [Name]

Re: REMINDER - RENT ARREARS

we are writing to confirm that you have been given a reminder due to the rent arrears that you have incurred at the week ending for the amount of £

If there is any reason why you are unable to pay this amount in full or you are currently awaiting the outcome of a DWP benefits claim (including Housing Benefit), then please let us know within seven days of receiving this letter to discuss what options are available to you.

We would remind you that your rent is payable weekly and ***in advance***. Please come and speak with us in order to see what support we can give to you and try and avoid any further action in this matter.

Yours sincerely

[Name]
[Position]

***Non-payment of rent will put your accommodation at risk.
Help us to help you – contact our offices to receive support.***

The Trust adheres to the Pre-Action Protocol (PAP) which was added to the Civil Procedure Rules in 2006. The PAP makes clear that possession proceedings should not be started against a resident who can demonstrate that they have:

- a) provided the local authority with all the evidence required to process a housing benefit claim.
- b) a reasonable expectation of eligibility for housing benefit.
- c) paid other sums not covered by housing benefit such as personal contribution.

Free housing advice helpline open 8am to 8pm, seven days a week (some mobile phone networks charge for calls to this number) - 0808 800 4444

www.shelter.org.uk/getadvice

**Arrears Letter 2
(Week 2 of arrears)**

Appendix D

[Add 1]
[Add 2]
[Add 3]

[Date]

Dear [Name]

Re: Rent Arrears warning 1

I am concerned to note that there are rent arrears still outstanding. At the week ending there were arrears owed of £

If there is any reason why you are unable to pay this amount in full or you are currently awaiting the outcome of a DWP benefits claim (including Housing Benefit), then please let us know within seven days of receiving this letter to discuss what options are available to you.

We would remind you that your rent is payable weekly and ***in advance***. Please come and speak with us in order to see what support we can give to you and try and avoid any further action in this matter.

Yours sincerely

[Name]
[Position]

***Non-payment of rent will put your accommodation at risk.
Help us to help you – contact our offices to receive support.***

The Trust *adheres to the Pre-Action Protocol (PAP) which was added to the Civil Procedure Rules in 2006. The PAP makes clear that possession proceedings should not be started against a resident who can demonstrate that they have:

- d) provided the local authority with all the evidence required to process a housing benefit claim.
- e) a reasonable expectation of eligibility for housing benefit.
- f) paid other sums not covered by housing benefit such as personal contribution.

Free housing advice helpline open 8am to 8pm, seven days a week (some mobile phone networks charge for calls to this number) - 0808 800 4444

www.shelter.org.uk/getadvice

**Arrears Letter 3
(Week 3 of arrears)**

Appendix E

[Add 1]
[Add 2]
[Add 3]

[Date]

Dear [Name]

Re: Rent Arrears warning 2

Further to my letter dated, I am concerned that you have failed to [delete as appropriate] clear your outstanding arrears/keep to your arrear's repayment plan.

At the week ending there were outstanding arrears owed of £.

If there is any reason why you are unable to pay this amount in full, or you are currently awaiting the outcome of a DWP benefits claim (including Housing Benefit), then please contact us within five days of receipt of this letter as there will still be options available to you. Failure to contact us or make an agreement to reduce your arrears will leave us with no alternative but to issue you with a **notice of eviction** and this is the last thing that we would want to see happen. It is therefore very important that you contact us as soon as possible.

Yours sincerely

[Name]
[Position]

***Non-payment of rent will put your accommodation at risk.
Help us to help you – contact our offices to receive support.***

The Trust *adheres to the Pre-Action Protocol (PAP) which was added to the Civil Procedure Rules in 2006. The PAP makes clear that possession proceedings should not be started against a resident who can demonstrate that they have:

- g) provided the local authority with all the evidence required to process a housing benefit claim.
- h) a reasonable expectation of eligibility for housing benefit.
- i) paid other sums not covered by housing benefit such as personal contribution.

Free housing advice helpline open 8am to 8pm, seven days a week (some mobile phone networks charge for calls to this number) - 0808 800 4444

www.shelter.org.uk/getadvice

Appendix F

Notice of termination of licence to occupy (excluded licence)

To: (client name)

Of: Room [No.]
[add 1]
[add 2]
[add 3]

I, [Staff name] being a [role – *Must be management level*] for the Langley House Trust

PO Box 6522
Maldon
Essex
CM9 5YF

hereby give you Notice of termination of licence to occupy (excluded licence) of:

[Client's address] Example - Room #, 2 Main Road, Some place...

In accordance with your licence agreement (**Section E – Ending the licence**) you are given 28 days to vacate the property from the date of service of this notice.

The reason why your licence has been terminated is as follows:

Example: *That you have breached the following section of your licence agreement*

- **Section D – Your responsibilities**

- Weekly charge**

- You must pay the weekly charge in advance.*

Signed:

Date/Time served:

You must ensure that all of your personal belongings are also removed. If you fail to do so, your possessions will be removed and stored at your expense. If they are not claimed, they will be disposed of after 14 days as per the terms of your occupancy agreement.

Appendix F1

Accompanying Letter with NOSP/ Notice of termination of licence to occupy (excluded licence)

[Add 1]
[Add 2]
[Add 3]

[Date]

Dear [Name]

Re: Notice of termination of licence to occupy (excluded licence)

Please find enclosed a Notice of termination of licence to occupy (excluded licence), which is the first step towards the Trust repossessing your property. The reason for serving this Notice is that when your rent account was balanced at the end of the week commencing [date] _____, there was an amount of £ outstanding. Furthermore, you have failed to maintain an arrangement made on [date] _____/to clear the outstanding debt [delete the appropriate statement].

In view of the history of rent arrears on your account, it is now necessary for the Trust to take this step towards the repossession of your property.

The Trust only takes this measure as a last resort. If the rent arrears are paid up in full, the Trust will cease with the repossession actions.

If you wish to appeal against the serving of this Notice, please can you write to the Corporate Operations Director at The Coventry Office, PO Box 6364, Coventry, CV6 9LL.

Yours sincerely

Free housing advice helpline open 8am to 8pm, seven days a week (some mobile phone networks charge for calls to this number) - 0808 800 4444
www.shelter.org.uk/getadvice

Appendix G

CLAIM NO:

IN THE _____ COUNTY COURT

BETWEEN: **Langley House Trust** Claimant

And

_____ (Name of resident) Defendant

Statement made by: _____ (name and Job Title)

I, [Name] a [role] with Langley House Trust am duly authorised to sign the following statement on behalf of the Trust.

I confirm that I served (please tick an option below):

- Termination of licence to occupy (excluded licence), NTQ.
- Eviction Enforcement Notice
- Notice of Seeking Possession (NOSP)
- Section 21 Notice
- Pre-Action Protocols – mandatory with AST's

on the Defendant at (address of property including flat room number):

On (date noticed was served): _____

By (method of service e.g., pushing under the door of room 3):

Signed: _____ **Name:** _____ (Server)

Signed: _____ **Name:** _____ (Witnessed by)

Dated:

Langley House Trust
PO Box 6364, Coventry, CV6 9LL

Former Tenant Arrears Letter**Appendix H**

[Add 1]

[Add 2]

[Add 3]

[Date]

Dear [Name]

Re: Rent Arrears at your previous accommodation

We are writing in reference to the outstanding rent arrears that you accrued during the period of time that you stayed at:

«Address1», «Address2», «Address3», «Town», «County», «Postcode»

Our records show that there is an outstanding amount of [amount] owing on your rent account. We would like to arrange an appointment to meet with you to discuss these arrears.

- You may still be entitled to claim for some benefits to cover some, if not all, of these rent arrears.
- We can also discuss spreading the arrears by way of an Arrear Repayment Agreement at an affordable amount and paid on weekly, fortnightly or monthly basis.

Our aim is to ensure that the provision of supported accommodation to those in most need can continue for many years to come and in order to achieve this aim we need for all clients to pay their rent. The Trust cannot afford to operate with large rent arrears as this affects the financial stability of the Trust and puts the services at risk. We would therefore ask that you **do not ignore this letter**.

If we do not receive a reply from you within two weeks of this letter, we will be left with no alternative, but to pass your case onto our debt recovery agency.

We look forward to your reply.

Yours sincerely

[Name]

[Position]

***Please do not ignore this letter,
contact us today.***

Appendix I

For Individual cases complete the form below and email to 'office@creditg.com' as per details in the note boxes. This form is found at: [N:\Housing\Template documents\Evictions and Warnings \(incl. Rent and Abandonment\)](#).

Tenants Full Name	QL Tenancy Number	QL Rent Account No	Arrears at termination date(from QL)
<i>Enter here</i>	<i>Enter here</i>	<i>Enter here</i>	<i>Enter amount here</i>
Full forwarding address	Termination Date	Comments such as Alternate addresses, telephone numbers or family addresses	
<i>Enter here</i>	<i>Enter Tenancy end date</i>	<i>Previous addresses, family addresses etc...</i>	
<p><i>Notes: When completed send by email to 'office@creditg.com' and keep a copy on the client file.</i></p> <p><i>If any of the arrears owing are as a result of reclaimed HB please indicate this in the comments box.</i></p> <p><u>A copy of the Accommodation Charge Statement must be emailed with this form along with a copy of the Court Possession Order with money judgement where applicable.</u></p>			

5.21 – Arrears Warning Flowchart

Warning remains imposed until the rental debt is cleared in full.

