

Paragon Asra Housing Limited

PA Housing Income Management Policy

December 2020

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Department	Housing Services
Approved by	EMT
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Paragon Asra Housing Limited (PA Housing) is committed to equality and diversity.

This policy has been drawn up with due regard having been given to the public sector equality duty, and with a view to ensuring that it is not in any way unlawful or discriminatory.

PA Housing will make sure that all communication is fully accessible and to achieve this if a policy or document needs to be available in other formats this will provided.

This policy is designed for internal and external use and covers the approach that PA Housing will take towards rent and service charge arrears including the support and enforcement action that will be taken. The policy provides a framework within which PA Housing will seek to collect late contractual payments in a consistent manner that remains sympathetic to the individual circumstances of our residents.

AUDIT LOG

Date of Change	Who updated	Details of the change
September 2020	Simon Cousins	Various amendments to initial draft policy approved by EMT based on legal advice from Cornerstone Barriers and additional appendix containing policy guidance relating to advance payments to be taken at new tenancy sign-up.

1. Introduction and policy summary.

Paragon Asra Housing Limited (PA Housing) will aim to collect all rents and service charges owed to us in line with our Tenancy Agreements, leases and other contractual agreements. We aim to maximise income collection, minimise debt and enable our residents to sustain their tenancies and financial obligations to us. We will pursue all sources of contractual income including rents, service charges, court costs, support charges, recharges, use and occupation charges and mesne profit charges both for current and former residents.

We recognise that arrears create a business risk that impacts on the resources available to meet our objectives of providing excellent services and ultimately; the financial viability of the organisation.

As a social housing provider we recognise that the current economic climate has increased the risk of non-payment so we provide a Tenancy Sustainment service to help maximise the income and improve the financial, social and economic well-being of our residents to mitigate this risk as well as promoting viable and sustainable communities. We will explore the value of a referral to our Tenancy Sustainment for all residents who we need to contact regarding rent arrears along with those residents who we identify through our preventative debt recovery work.

We operate a Hardship Fund with an annual budget that can be accessed to provide financial support for residents to help them sustain a tenancy. This is primarily used to assist residents to purchase white goods to enable them to move into their new home along with support for food and energy costs and other essential items to cover any delays in obtaining benefits for all residents.

We recognise that the impact of Universal Credit is one of our primary business risks and we will provide specialist support to new claimants to minimise this risk and support new claimants to navigate their way through the Universal Credit claim process.

The Tenancy Sustainment Team, Hardship Fund and Universal Credit procedures are attached as appendices to this policy.

We will adopt a prompt, effective and proportionate approach to arrears recovery based on early intervention and arrears prevention that is sympathetic to the individual circumstances of our residents.

Where the resident fails to pay rent and arrears and/or fails to engage in the support offered resulting in debt accruing; we will pursue legal action which may include commencing possession proceedings and ultimately; evicting a resident as an

absolute last course of action when all reasonable efforts at sustainment support have been unsuccessful. These actions taken by PA Housing will at all times have regard to and take into account the resident`s reasons for not paying rent and/or arrears; their reasons, where applicable, for non-engagement with PA Housing and any support offered (for example – where this is at least in part due to their disability).

We will involve our customers, members of staff and other stakeholders in shaping the income recovery and tenancy sustainability service. We will ensure that the team with specific responsibilities for delivering this service is well trained; clear in their roles and responsibilities; and operating to consistent procedures, processes and service standards and in accordance with all relevant legislation.

2. Policy Aims and Objectives.

PA Housing will;

Take prompt and appropriate action to collect all rent and charges that are due; Charges will commence on the day that the tenancy/lease is signed and for most tenancy agreements are due in advance each Monday on weekly tenancies and on the first day of the month on monthly tenancies and leases; PA Housing`s tenancy agreements do not provide for rental payments in arrears or otherwise than weekly or monthly payments in advance and if a tenant requires such a different arrangement this must be expressly requested and approved by PA Housing.

Promote a debt prevention and easy payment culture that offers the resident clear and timely information written in plain language and available in different formats and languages on request; and with a statement to all residents every three months.

Offer a wide range of payment methods but encourage and promote the use of Direct Debits (and recurring payments if appropriate) and payments using the MyPA customer portal. Monthly Direct Debits for residents with a weekly charge in a non-leap year are calculated based on rent divided by 7 x 365 and divided by 12.

Operate a consistent, coordinated, measurable and effective approach to collecting income based on early intervention and offering support and assistance;

Treat joint tenants as jointly and severally liable for arrears;

Offer a tailored and enhanced service to residents who are vulnerable or have support needs to ensure that the service is accessible;

Consider whether any planned improvement programmes such as kitchen and bathroom replacements will be postponed or suspended where no agreement is in place to clear arrears and there is no evidence that the tenancy is sustainable.

Not allow internal tenancy transfers where rent accounts are in arrears unless there are special circumstances; an agreement is being adhered to, to clear the arrears; there is evidence that a new tenancy will be sustainable and the transfer has been authorised by a Service Manager;

Make any permission for a Mutual Exchange conditional on all PA Housing debt being cleared unless there are special circumstances; an agreement is being adhered to, to clear the arrears; there is evidence that a new tenancy will be sustainable and the exchange has been authorised by a Service Manager;

Ensure that when a transfer or Mutual Exchange with arrears is authorised, the debt and payment arrangement will be added into the new tenancy or assignment agreement and will become the opening balance of the new rent account.

Seek to engage residents to promote good landlord/resident relationships and sustainable, vibrant communities;

Reflect good practice and meet legal and regulatory requirements at all times;

Support residents with access to Welfare Benefits either in-house via telephone, written or face-to-face support or through external partners, and provide debt advice through external partners where required;

Build relationships with key external stakeholders such as the DWP, Local Authorities, specialist agencies and support providers; working in partnership with those stakeholders to increase the opportunity to sustain tenancies;

Publicise our Tenancy Sustainment service through campaigns and events including using social media and offering residents a self-referral process;

Offer specialist, enhanced support to all new Universal Credit claimants;

Use analytical and predictive techniques on our customer insight data to inform collection strategies;

Continually review the service including seeking and acting on feedback from users of the service;

3. Tenancy Sustainment Team.

PA Housing's Tenancy Sustainment Team will;

Deliver a Welfare Benefit support service across the group to both new and existing customers in order for them to maximise their income and successfully sustain their homes, eliminating any risk factors which may bring their residency to a premature end and promote independent living.

Provide a one to one risk assessed support service, with clients suitability identified via referrals and delivered through one to one consultation (face to face, email, and telephone).

Signpost customers who require additional specialist support to relevant agencies within their local area where available or nationwide services as an alternative solution if local support isn't accessible.

4. New residents.

PA Housing will;

Carry out an income, affordability, vulnerability and risk assessment on all new prospective tenants and offer appropriate support prior to the new tenancy commencing.

Ask for a payment at the sign up of up to a month's rent in advance to minimise the risk and incidence of a tenant falling into rent arrears whilst any benefit applications are being processed. The payment requested will be based upon an assessment of income, savings, affordability, vulnerability and risk based upon a negotiation process with the prospective tenant. Appendix 4 offers policy guidance to prospective tenants and also to staff whose role is to negotiate these payments on the minimum advance payment that will normally be requested. Where this advance payment cannot be paid due to financial hardship, an alternative arrangement will be made subject to authorisation by both a Home Moves Team Leader or Manager and a Tenancy Sustainment Team Manager or Manager who will jointly decide whether the offer should be accepted with an alternative payment plan; whether the sign up should be delayed; or whether the offer of a tenancy should be withdrawn. In reaching their decision, Home Moves and the Tenancy Sustainment Team will ensure that the persons signing up to the tenancy are not discriminated against by reason of the usual requirements for payments in advance, and will further have due regard to any relevant protected characteristic such as disability and sex.

Ensure that appropriate Income Recovery staff are present at each sign up to assist with applications for Benefits, complete a Direct Debit mandate, take the first payment, confirm the payment arrangement and generally begin to establish the payment culture.

5. Universal Credit Claimants.

PA Housing will;

Contact all new Universal Credit Claimants within 3 working days of receiving the Housing Costs Verification from the DWP to begin to offer advice and support on;

- The claim process including the likely claim date and likely Housing Costs award so that a Direct Debit can be set up if possible;
- The availability of advance payments;
- Whether the claimant may qualify for other benefits and what support will be needed to make a claim;
- The Alternative Payment Arrangement and Managed Payment process.
- The Housing Benefit `run-on`.

Not apply to the DWP for an Alternative Payment Arrangement; a Managed Payment; or for Rent Arrears Direct whilst a payment arrangement is being maintained by the claimant unless this has been agreed with the claimant.

6. Residents in arrears.

PA Housing will;

Commence the arrears recovery process as soon as is reasonably practical when a contractual payment is missed through the use of a semi-automated arrears escalation system.

Use a variety of communication methods beginning with a telephone call or other form of personal contact with an arrears letter only sent if this is unsuccessful.

Ask that the whole debt is paid immediately.

Make an arrangement to clear the arrears if this is not possible based on the circumstances of the resident providing they disclose them and their income and expenditure, and offer support where appropriate.

Ensure that the resident is fully aware of the consequences of a default on a payment arrangement and that written confirmation of the agreement is sent.

Escalate to the next stage of the arrears recovery process normally within seven days of a broken arrangement or failure to engage.

Serve a Notice Seeking Possession where the early recovery stages have been completed and the resident has not engaged or broken an arrangement providing that it is reasonable to do so and a proportionate response to the breach of contract. A Notice Seeking Possession may be served prior to the early recovery stages being completed at the discretion of the Income Team Manager and will be renewed when it expires if the resident has not cleared the arrears providing this is proportionate to the remaining debt.

Rely on discretionary Grounds 10 and 11 of Schedule 2 to the Housing Act 1988 but in circumstances including high or persistent arrears may also rely on mandatory Ground 8 at the discretion of the Income Team Manager.

Always consider and act on accordingly throughout the arrears process detailed above the needs of the resident and any genuine issues and problems they have with regard to payment of rent and/or arrears and engagement with PA Housing, ensuring that these circumstances are fully taken into account and that they are not discriminated against as a result of the process.

7. Legal Action.

PA Housing will;

Commence legal action if the debt continues to increase; the tenancy remains unsustainable and the resident is not engaging or has broken an agreement, provided that this action is proportionate to the breach of tenancy and the circumstances of the resident. Legal action could be non-possession (such as an application for a Money Judgement where the resident is known to have assets and enforcement of the Money Judgement would be relatively straightforward), or through the issuing of a Section 21 Notice on a starter tenancy to bring the tenancy to an end but is more likely to be through an application for a Possession Order.

- All legal action must be authorised by an Income Team Manager who must normally be satisfied that an attempt has been made to make face to face contact with the resident during the recovery process. PA Housing will not apply for Possession to secure a debt; will follow the pre-action protocol for Possession Claims by Social Landlords and will seek an Outright Possession Order as a default position on the basis that the tenancy is unsustainable. A Money Judgement for the debt will also be requested.
- Where there are any known vulnerabilities, PA Housing will carry out an Equalities Impact Assessment prior to taking legal action to consider Article 8 of the Human Rights Act, Section 15/35 and Section 149 of the Equality Act, 2010. Where the resident does not have the mental capacity to understand legal proceedings, PA Housing will take steps to have a litigation friend appointed.

- If an agreement can be made up to and including the Court date, PA Housing will seek a Suspended Possession Order or may consider some form of adjournment on terms with costs reserved depending on the agreement made. PA Housing will seek Court costs if any Possession Order is granted but if awarded costs on a case that is adjourned because the arrears have been cleared or an agreement made; may choose not to enforce payment of the costs.
- Where an Outright Possession Order has been granted a letter will be sent to the resident advising them of the tenancy end date and requesting the return of the keys on that date along with a recommendation that they seek legal advice. If the resident makes an acceptable offer of payment, PA Housing will not oppose any application that the resident may make to vary or set aside the Order depending on the offer of payment and whether discretionary or mandatory grounds for possession have been pursued.

8. Enforcement Action.

PA Housing will;

Support and work with Local Authorities to assist them in fulfilling their duties to prevent and reduce homelessness.

Apply for an eviction warrant to enforce a Possession Order only as a last resort when all reasonable efforts have been made to support the resident and give them an opportunity to demonstrate that their tenancy is sustainable.

An eviction warrant will only be applied for if supported by both the Income Manager or Visiting Officer Manager and the Tenancy Sustainment Team Manager and must be authorised by a Head of Service or Director. Once an application has been submitted this will be communicated to other Departments within PA Housing in the interests of business efficiency – for example to reduce potential void loss and unnecessary repair costs.

Continue to offer help, advice and support to the resident to assist them to sustain their tenancy even after the eviction date has been requested.

Not oppose an application by the resident to suspend an eviction warrant where a reasonable, affordable and sustainable offer has been made to clear the debt providing there has been no history of previous suspensions.

Withdraw the warrant for possession if the debt and associated Court costs are cleared prior to the eviction.

Serve a tort notice at the eviction if the resident has left goods with a value in excess of £50 and allow the former resident up to seven days to make arrangements for their removal before the goods are disposed of. PA Housing will comply with all requirements of the Torts (Interference with Goods) Act 1977.

9. Former Tenant Arrears.

PA Housing has a separate policy guidance and procedure document specifically covering former tenant debt to include rent arrears, service charge arrears, recharges, legal costs and sundry debts. This is a major source of income for PA Housing, attracting 100% bad debt provision within our financial business planning framework. We will pursue collection in an ethical way beginning at the point that notice is received from the outgoing resident; maximising the use of payment arrangements and payment incentives and considering other priority debts that the former resident may have.

Any action taken to pursue and recover former tenant debt must be cost effective however. Although recovery of debt will be strictly enforced we may use our discretion to write-off a debt in certain circumstances once the procedure has been exhausted in accordance with our write-off policy. We will use Debt Recovery Agencies and will take legal action to recover a debt using Money Judgements if there is a good chance of being able to enforce the Judgement – for example through an attachment of earnings, a third party debt order or a warrant of execution, the latter of which must be authorised by a Head of Service.

PA Housing will apply to the relevant Deposit Protection Scheme at the end of a Market or Intermediate Rent tenancy to recover all or part of the deposit where there is damage to the property or unpaid rent.

10. Sundry debts including recharges.

PA Housing will;

Recharge residents for any damage to PA Housing property including the application of an administration charge. This is covered by a separate Recharge policy and set of processes. For current residents, recharge debt is a secondary debt where collection will only be attempted once rent arrears and any Court costs have been cleared. For former tenant `void` recharges where damage has been identified, the recharge debt takes priority over former rent arrears and other sundry debts.

Charge residents any Court costs awarded against them through legal proceedings relating to any breach of tenancy through a sundry debt account to be collected from residents when rent arrears are cleared.

11. Bankruptcy.

PA Housing will;

Consider on a case by case basis whether to take legal action to end a tenancy or to enforce an existing Court Order if a resident in substantial rent arrears chooses to include those arrears within their bankruptcy or Debt Relief Order and that results in them refusing to make an arrangement on how the debt will be paid. This is covered by a separate Bankruptcy policy.

12. Credits.

PA Housing will;

Check rent accounts in substantial credit on a quarterly basis, contact these residents to amend their payment behaviour and arrange for a refund in accordance with our customer refund policy and procedure. If a resident who has a credit of over 6 months of charges refuses a refund they will be asked to put their reasons in writing so that we can assess whether there may be a potential money laundering issue.

Not issue a refund that will result in arrears accruing before the next payment is expected.

Investigate whether any Housing Benefit or Universal Credit Housing Costs overpayment has occurred that could subsequently be recovered from PA Housing and deduct the recoverable overpayment from any refund.

13. Equality Analysis

This policy has undergone an equality analysis to make sure that PA Housing do not unlawfully discriminate or treat anyone unfairly by reason of any relevant protected characteristic or otherwise.

14. Resident Consultation and Feedback

Residents have been consulted on whether this policy was clear and easy to understand and where they didn't find the policy clear parts of the policy have been changed to meet their suggestions. All residents who took part in the consultation were sent a summary which explained how their feedback was used.

15. PA Housing Staff.

PA Housing staff are not prevented from securing tenancies or leases and processes are in place to ensure that there is a high level of management control and sign-off to ensure transparency from the housing application to the allocation of tenancy stage.

If any member of staff breaches the terms of their tenancy agreement by accruing contractual arrears this may be treated as an additional breach of the employment contract and may be dealt with under PA Housing's Disciplinary and Code of Conduct policies and procedures.

16. Legislation.

Torts (Interference with Goods) Act 1977

Housing Acts 1985 and 1988 as amended

Housing Act 1996, Part 7 including as amended by the Homelessness Reduction Act 2017

Human Rights Act 1998

Equality Act 2010

Welfare Reform Act 2012

Data Protection Act 2018

Practice Direction – Pre-Action Conduct and Protocols including Pre-Action Protocol for Possession Claims by Social Landlords.

APPENDIX 1.

TENANCY SUSTAINMENT TEAM PROCEDURE.

Introduction to Tenancy Sustainment Team (TST) procedure

This procedure should be read in conjunction with the Income Management Policy.

Paragon Asra Housing Limited (PA Housing) is a frontline housing provider. We have a responsibility to all of our customers to provide them with a tailored support service by addressing support needs on a client by client basis. We are committed to successfully preventing homelessness, reducing evictions, reducing rent arrears and helping to sustain residencies.

PA Housing are committed to providing support for our customers to claim Welfare Benefits through the TST service. The TST service will be maintained through a number of channels including telephone, written and face to face advice. We will build and maintain relationships with local authorities, DWP and other external partners.

TST will assist customers in a number of ways, including, but not limited to:

- Full benefit checks
- Better-off calculations
- New claims
- Change of circumstances
- Revision and supersessions
- Appeals
- Health Assessments
- Signposting to other support agencies

1. Delivery of the Service

Referrals

In house referrals can be made for any stage of a residency/pre-residency and across all PA Housing tenures excluding agency managed & homeowners.

Referrals can be made by any colleague who identifies a client need or vulnerability.

Referrals should be made by CRM where possible or by email to Tenancysustainmentteam@pahousing.co.uk. It should identify the customer and include any relevant information relating to the reasons for the referral. Referrals by email will be transferred to a CRM by the Tenancy Sustainment Assistant (TSA).

The TST will also take self referrals from customers via the PA website and application (MyPA) as well as referrals from external agencies such as social services, health professionals and other external support agencies.

Following receipt of a referral (Day 1) it will be allocated to a Tenancy Sustainment Officer (TSO) on duty within 1 working day. The TSO will open an enquiry in PA2 and record all attempted contacts.

- Day 1 - Referral received
- Day 2 – Referral passed to Duty Officer. TSO to attempt contact with customer on Day 2 to offer support..
 - If there is no response, a voicemail should be left where possible. The voicemail should name the officer, team and return telephone number only. A text will be sent where possible on the same day.
 - The duty officer will allocate the enquiry to “duty” and set a review date for day 4 on PA2.
- Day 4 – Second attempt at contact. If no response review date set for day 6.
- Day 6 - ‘No Contact’ letter to be sent (Appendix 1) and review date set for day 11.
- Day 11 – Enquiry to be closed in PA2 and relevant notes added to Northgate if no response from customer.

Once the duty officer has established contact with the customer they will carry out an initial assessment. The duty officer will then send a “Working Agreement Letter” (Appendix 2) detailing the agreement/actions made.

If no further support is required further to the initial assessment, it will be closed in PA2 as an enquiry. Case notes should be pushed to Northgate where appropriate.

If the initial assessment identifies that further support is required, the duty officer will update the case notes in PA2 detailing the support required and allocate the case to the TST Assistant. The duty officer will use the "Tell a colleague" feature to notify "Duty Officer" which will send an alert to the Tenancy Sustainment Team mailbox.

The TST Assistant will allocate the case to a patch officer within 1 working day of having received the case using the "Tell a colleague" feature.

Patch officers should make contact with the customer within 2 working days of the case being assigned and create the relevant cases within PA2..

Events

In addition to cases generated by referrals, TST will support customers by running events throughout the year. This includes:

- Targetted campaigns
- Blitz's
- Community events
- Surgeries

These events will be advertised to our residents via Newsletters, leaflets, posters and website.

Affordability assessments

PA Housing carry out an affordability assessment on all new prospective tenants and offer appropriate support prior to the new tenancy commencing.

Where Home Moves identifies an affordability issue a TSO will check the assessment and advise Home Moves of one of the following outcomes with relevant details within 2 working days

- 1) The property is affordable
- 2) The property is unaffordable
- 3) The property is affordable but TST support is required post sign up

If TST support is identified at the time of the affordability assessment, the TST officer will be required to alert Home Moves. Once the prospective tenant has been signed to a property the VO will refer back to TST via the normal referral process.

Other areas of consideration

When working with a customer, TSOs will consider the following:

- Arrears – TSOs will liaise closely with Income Officers to set up affordable repayment plans (preferably by Direct Debit if appropriate) for all cases that have arrears.
- Advances – TSOs will set up affordable payment plans with residents who are not in advance in line with their tenancy agreement.
- Pre-eviction reports – will be assessed by the Tenancy Sustainment Manager (TSM) prior to sign-off to attempt to establish whether TST intervention could prevent eviction. Support will be offered in these cases prior to sign-off of the report.
- Data Cleansing – To improve the quality of data held on Northgate, TSOs will check that we have the correct details in every case that we deal with. This should include updated contact information and household occupants as a minimum requirement.
- Website registration – TSOs will promote MyPA and offer assistance with registration where appropriate.
- TST are able to make referrals to Money Advice Plus for specialist debt advice.
- Access to UC accounts – TSOs may in the process of supporting the customer require access to their UC account. The “UC script” (Appendix 3) should be read to the customer and agreed to before logging in on the customer’s behalf, whether remotely or when with the customer face-to-face. TSOs must ensure that the customers log in details are given verbally and not recorded anywhere.

Spotchecks

Tenancy Sustainment Team Managers (TSTM) will perform one spotcheck, per TSO, per week to ensure the highest possible quality of service to it’s customers.

Feedback is given to officers where necessary. The following checks will be carried out:

Duty checks:

- Attempted contact within <1 working day of allocation of referral
- If contact attempt fails, check that the officer has recorded the case on PA2 & set a relevant review date
- Checklist completed and attached to case in PA2
- Clear notes

- Relevant notes pushed to Northgate
- Check that the correct advice has been given
- A suitable arrangement has been made where necessary
- A MAP referral has been made where relevant
- Cases for patch officers have been created and allocated as per TST procedure

Patch checks:

- Attempted contact <2 working days of allocation of case in PA2
- Appointment in calendar is in the correct format
- Officer has attempted contact before carrying out home visit
- Clear notes
- Notes added within <2 working days of visit or attempted visit
- Relevant notes pushed to Northgate
- Officer has followed up in a timely manner
- Key stages have been added to PA2 where appropriate
- Documents attached to case in PA2
- A suitable arrangement has been made where necessary
- The case has been closed in correct way
- Gains have been recorded correctly as per TST gains guidance

Assistant

- Assistant has allocated referral to correct officer within 1 working day of receipt
- Assistant has contacted customer for further information where necessary

All

- Timesheet up to date and correct
- 1 lone worker device spot check per officer per week
- 1-2 Phone calls quality assessed per month

The TSM will perform one spotcheck, per TSTM, per week to ensure the highest possible quality of service to its customers.

Gains Guidance

If a claim form is completed or partially completed on a customer's behalf a gain

can be claimed

Any type of intervention with DWP or LA which results in an amendment to a claim or a claim being put in place can be classed as a gain using the amount of the difference made to the claim that was already in place. This would include as an example, removal of non-dependant deduction or incorrect earnings currently being applied to a calculation.

Addition of premiums onto claims by TST officer intervention is a gain.

Guiding a customer through a claim on the telephone, whereby it has been established that the customer could not have done this without assistance is a gain.

Identifying that a customer is not claiming a benefit that they are entitled to, advising the customer how to make a claim and the customer subsequently makes a claim and gains financially because of this without assistance from officer – this can be classed as a gain but we would need to remain in touch with customer and have confirmation that the claim is in payment.

Case management system

PA2 is the case management software used by the Tenancy Sustainment Team. Each officer will record their cases and store on PA2. PA2 is able to run reports and provide insight on performance against KPIs & PIs including any income generated for a specific tenant or time period and across the TST service as a whole.

2. Key objectives

Preventing homelessness, reducing evictions, reducing arrears, sustaining tenancies and preventing abandonments.

- Ensuring early intervention is delivered from the outset of the tenancy
- Resident understands tenancy
- Resident understands rent obligation and payments in advance
- Maximising income by assessing benefits and income (correct entitlements and benefits are applied for).
- Emphasise importance on priority debts.
- Signposting residents to 3rd party agencies.
- Assisting residents affected by the under occupancy charge to downsize by liaising with Home Moves.

Joint partnership working

- To build and sustain successful working relationships with multiple external support agencies, Local Authorities, other RSL's and DWP in order to continuously deliver a high quality of service.
- Sharing best practice with external agencies to provide a robust and personalised service.
- Joint working with colleagues to offer varied and proactive solutions to problems our residents may encounter

3. Measuring performance

The Tenancy Sustainment Team will enforce a strict and consistent monitoring process, which will enable us to measure the outcomes of our service. This will involve the following:

- TSTM will perform one spotcheck, per TSO, per week to ensure the highest possible quality of service to it's customers.
- Performance management in line with the Groups policy
- TSTM to carry out at least two joint appointments per year with each TS Officer.
- TSO "patch champions" to maintain links and contacts with support agencies, local authorities, jobcentres and DWP within their patch.
- Financial gains will be monitored by the TSTM to ensure the team have secured anticipated financial gain in line with that years KPI's. A proportion of the financial gains will be expected to be paid directly to the business in the form of Housing Benefit, Discretionary Housing Payment, Universal Credit Housing Costs and lump sum payments made to the business from payments of backdated welfare benefits in line with current PI's.
- Tenancy sustainment aim to reduce the impact of welfare reform by taking proactive action to minimise the risk to our customers ability to sustain their tenancies. This includes, but is not limited to, undertaking targeted campaigns.

4. Policy review

PA Housing will respond to changes in legislation. We will also incorporate regular reviews corresponding with performance standards and best practice. The strategy will be reviewed at least once bi-annually but this could be more regular depending on changes to Welfare Benefits announced by the Government.

“Appendix 1” No contact letter

Customers Name

Address line 1

Address line 2

Address line 3

Address line 4

Date

Your payment reference: **XXX**

Dear **Mr/Mrs XXX**

PA Housing -Tenancy Sustainment Team referral

You have been referred to us for advice and support with **X**.

Unfortunately, I have been unable to reach you on the contact details provided.

If you would like support please call me directly on XXXX or on 0300 123 2221 to discuss your needs.

If I do not here from you by **X (10 working days)** we will close your case.

Yours sincerely

XXXXXX XXXXX

Tenancy Sustainment Officer

“Appendix 2” Working Agreement Letter

Customers Name

Address line 1

Address line 2

Address line 3

Address line 4

Date

Your payment reference: *XXX*

Dear *Mr/Mrs XXX*

PA Housing, Tenancy Sustainment Team support

I am writing to you further to our conversation on **DATE**. During this conversation I carried out a full benefit assessment with you and I advised you that you may have an entitlement to XXXX. I can confirm that your case has been allocated to XXX who will contact you to discuss your case

We agreed that X would:

- Assist you with the completion of the **XXX** form
- Attend your Health assessment with you (**example**)

During our conversation we agreed that you would:

- Obtain your medical records
- Advise me once the form has been received
- Advise me when you receive a decision
- Use any backdated award to clear/pay towards your arrears

Please be aware that should your application not be successful, we are also able to support with the appeal process.

Should you wish to discuss the contents of this letter further, please do not hesitate to call (**Direct number**).

Yours sincerely

XXXXX XXXXX

Tenancy Sustainment Officer
“Appendix 3” UC Journal Script

In order for us to be able to assist you with your UC claim we can log onto your journal whilst you are on the telephone, however, under GDPR (Data Protection) rulings we can only do this with ‘explicit consent’ from you.

I can confirm that any information that you disclose to me today including your username and password will not be stored anywhere on our system. I will ensure that I have logged out of your account before the end of this phone call & can confirm that PA Housing will not access your account after this call.

Before I proceed can I confirm that you give consent to PA Housing to access your UC account online using your username and password for the sole purpose of assisting you with your claim?

APPENDIX 2.

HARDSHIP FUND PROCEDURE.

1. Introduction

This procedure should be used in conjunction with the Income Services Policy and should be followed by PA Housing staff when making applications to the Hardship Fund on behalf of PA Housing customers. The process also includes guidance for the persons authorised to approve or decline the applications.

2. Objectives

- To provide financial assistance to customers experiencing hardship.
- To ensure a consistent approach when completing applications and with decision making.
- To provide guidance on what documentation is expected to be presented with an application.
- To set out the procedure for payment of funds or delivery of goods for successful applications.
- To ensure a consistent approach in communication between PA Housing staff and customers in relation to Hardship Fund applications.

3. Background

The introduction of Universal Credit and the reduction in the Discretionary Housing budgets and Community Support Grants within Local Authorities has resulted in it becoming increasingly more difficult to secure funds from external sources to assist PA Housing customers. The Hardship Fund is to provide assistance to those experiencing significant hardship as well as providing help to assist customers to return to or start employment.

4. Examples of what expenses may qualify for support

- 4.1** A common problem for customers is that benefits can be sanctioned, suspended or there can be delays in having benefits paid. This means there is no or little money coming into the household. This could also apply to those not on benefits but where their employer has failed to pay their wages or they may have experienced unforeseen personal issues such as bereavement or

separation which has caused a sudden derogatory effect on their finances.

In such cases the Fund could be used for;

- Transport costs to job interviews
- Transport to training courses which could lead to employment
- Training course fees which could lead to employment
- Prevent gas and or electricity from being disconnected or to top up pre-paid meters
- To pay for travel to Tribunals for Personal Independence Payment/Disability Living Allowance claims where PA Housing staff are supporting the customer
- Provide food or essential personal items, furniture, white goods and other household items. These should be limited to 'essential items' in the first instance which include Bed/Cot, Mattress, Fridge/Fridge Freezer, Cooker, Microwave, Flooring, Mobile phone where access to internet for UC is required. Other items can be requested in exceptional circumstances for example if an applicant is house-bound and has no television. An explanation should be fully documented where non-essentials are applied for.

Where appropriate, alternative funding streams should be pursued to identify sources of financial assistance that could be used instead of, or as well as these funds. When the Hardship Fund is used it is very likely that this will be in conjunction with other measures such as a referral to a foodbank or to other support agencies including external debt advice provision such as Money Advice Plus or Citizens Advice.

The expenses listed above are examples of possible uses and not an exhaustive list. All applications for funding will be considered but are subject to authorisation. A successful application will depend on the customers personal circumstances. Any award made must be linked to sustaining the tenancy.

5. Who can qualify?

- The customer/family must live in a property owned by PA Housing
- The customer must be engaging with PA Housing.
- The application must be made by a PA Housing staff member on behalf of the customer.
- Full details of The Hardship Fund should not be overtly advertised to PA Housing customers through usual channels such as website, mail outs or regular publications. The exception to this is in relation to the help that we can provide with regards to assisting customers into employment. This will be advertised as seen fit by the Community Investment Team. Customers should be informed of the Hardship Fund during one to one conversations with PA staff members where a possible need for assistance is identified and it should be made clear that any application is subject to approval. The customer should be advised prior to application that there is no appeals process.

6. How much can be allocated to each person?

There is no set upper limit for a single application, however applications for over £750 will require the approval of a Head of Service or Executive Director.

The amount allocated will depend on the nature of the application, for example; a training course costing £350 may be considered as being an appropriate expenditure if it would significantly enhance the customer's chance of gaining employment.

7. Making an application

All applications will be subject to approval by any one of the below persons:-

- Head of Income
- Tenancy Sustainment Manager
- Tenancy Sustainment Team Manager
- Head of Housing Services
- Executive Director

If the application is to pay for a specific item or course, proof of this expense must accompany the application.

The applicant's latest bank statement and an up to date Income & Expenditure form should be provided with the application form for consideration.

All decisions should be made within 2 working days of submission.

An application form should be fully completed by a PA Housing staff member (Appendix A). During the application process, if the PA Housing staff member becomes aware that the customer has any debt issues the customer should be offered a referral into the MAP debt advice service or CA Elmbridge West. The resident will also be required to make a commitment in relation to their rent account. This could be a reduction in their rent arrears by payment plan or where there are no existing rent arrears, a commitment to bring the account into advance in line with their tenancy agreement. At application stage the disclaimer (Appendix B) should be completed and signed by the customer. The signed disclaimer should be placed on the customer's file in Documotive under 'General Correspondence'.

8. Payment of the claim

Where possible all payments should be made to the organisation providing the goods or service. There will be occasions when an Argos Voucher will be issued directly to the customer through the Family Fund portal. Gas and electric top-ups are normally provided by emailing a code to the customer via the Family Fund portal which can be redeemed at a local shop.

All efforts should be made to ensure that the funds are not paid directly to the customer, for example, where the funds are to pay for a training course; the training provider should be paid directly.

Cash payments to customers are not permitted.

9. Appendices

Appendix A Hardship Fund Application Form

Appendix B Disclaimer

Hardship Fund Application Form **Page 1 of 2**

The fund provides financial assistance to those in serious financial hardship or to assist residents to either return to or start work

Reference No`	
Name of client	
Address	
Contact number(s)	
PA staff member	
Reason for referral	
Recommendations & customer commitment	
Customer actions required	

Hardship Fund Application Form
Page 2 of 2

Is tenant seeking employment?	YES <input type="checkbox"/> NO <input type="checkbox"/> N/A <input type="checkbox"/> Comments
Amount requested	£
Date	
Authorising Officers name and signature	
Date authorised	
Cost code	001-IC4-0000-49197

GIFTED ITEMS

I/We (delete as appropriate),.....(name/s)
Of.....
.....
.....(tenancy address):

AGREE AS FOLLOWS:

- 1 I/We accept the following items (“the items”) from our landlord, PA Housing, provided by way of gift as purchased utilising monies from the PA Housing Financial Hardship Fund:
..... [insert details of the items being provided]
.....
.....
.....
- 2 I/We agree and understand that in signing this agreement:
 - 2.1 PA Housing accepts no responsibility for the items which are provided by way of gift and have been purchased by them as new;
 - 2.2 Any warranty or guarantee provided for the items belongs to me/us and not PA Housing;
 - 2.3 I/We accept full responsibility for the items including any repair, replacement and / or insurance as I/we see fit.
 - 2.4 I/We accept that the items provided have been done so by way of gift and that I/We cannot hold PA Housing responsible for the items once provided to me/us.

I/We confirm that by signing this agreement that I/we understand and accept the consequences of the same.

Date.....

Signature of tenant(s)

Name of tenant(s).....

APPENDIX 3

UNIVERSAL CREDIT PROCEDURE

1. Introduction

This procedure should be used in conjunction with the Income Services Policy and the Income Procedure documents and should be used as guidance by PA Housing staff working in the Income Team. It provides guidance on how the PA Housing handles new Universal Credit claims, helps customers to manage their rent accounts, recovery action and provides support to customers.

2. Objectives

- To ensure that Housing Costs are verified via the Landlord Portal and via email in line with DWP guidance and timescales.
- To ensure that all new Universal Credit claimants are offered support and guidance at the very start of their Universal Credit journey.
- To prevent arrears accumulating on rent accounts as a result of a Universal Credit claim.
- To ensure that Direct Payments and Rent Arrears Direct options are utilised in the most appropriate manner for both PA Housing and its customers.

3. Background

PA Housing customers claiming Universal Credit will no longer be able to rely on Local Authorities to pay their Housing Benefit directly to us. Consequently they will be responsible for paying their own rent (in most cases).

Under Universal Credit the rent payment, referred to as the Housing Cost Element, is generally paid to the claimant 1 month in arrears.

It is essential that PA Housing assists its customers to manage their Universal Credit claims and their rent accounts. PA Housing should make its customers aware of the support we can offer and ensure systems are aligned with procedures to handle UC cases.

4. Verification of Housing Costs

When a customer of PA Housing makes a claim for Universal Credit we are notified by receipt of a request from DWP to verify the customers rent and service charges either via the Landlord Portal or by email.

On receipt of this request PA Housing should ensure that the Housing Costs are verified within 3 working days.

Once this action has been taken a Universal Credit checklist (appendix A) will automatically be created for use by Income Officers.

5. Untidy Tenancies

An untidy tenancy is one in which a joint tenant has left the property and is not paying rent, for example a relationship breakdown and the landlord is unable to remove that person from the tenancy. Where we receive a Housing Cost verification request for the remaining tenant a standard letter (appendix B) will be sent to the remaining tenant requesting that they upload this onto their Universal Credit Journal. A copy of the letter will be sent to the DWP at ucfull.service@dwp.gov.uk and be saved to Documotive.

6. Supporting New Universal Credit Claimants

An attempt should be made to contact the claimant by telephone within 3 working days of receipt of the checklist into the folder. If the customer answers, the Universal Credit checklist should be used as a guide for the conversation. This call should be used as an opportunity to check whether other Welfare Benefit advice is needed. The customers rent account and future payments should also form part of the call. If a follow up contact is required this should be booked with the customer.

If there is no response to the initial telephone call a text and email should be sent offering support and asking the customer to contact PA Housing. The checklist will be placed in a 'follow-up' folder and another attempt to call will be made 3 working days later. If there is still no contact the case will be closed and a CRM raised to the Visiting Officer Team to attempt a home visit for support.

7. Managing Performance

The Income Team Manager is responsible for managing performance in line with the Key Performance Indicator and Performance indicators.

8. Managed Payments

Managed Payment should be considered whenever there are 4 weeks or more arrears outstanding. As per Income Policy, where we have engagement with the claimant PA Housing should always attempt to give the claimant one opportunity to maintain a payment arrangement prior to applying for a Managed Payment. Clear notes should be made on Northgate detailing the reason for applying (or not).

If the account is 8 or more weeks in arrears, Managed Payment should be applied for unless the officer dealing with the case believes that the resident can manage their UC claim. In these circumstances a case conference needs to be held with a Manager. The Manager should make a note on Northgate detailing the reasons why this decision has been made.

Income Officers will discuss payment arrangements with claimants. Once this is agreed a calendar note will be made to contact the claimant on the due date of their UC payment. They will also discuss setting up future payments via direct debit or other methods.

Once the Income Officer has closed a case and made arrangements with the customer(s) it is the Income Team responsibility to manage the rent account and apply for the Managed Payment if the arrangement is defaulted upon.

Managed Payments are generally made directly to PA Housing on a monthly cycle in line with the claimants monthly pay date. This payment

will be for a full calendar month.

There are occasions when claimants will have an incorrect Creditor Reference number due to previous mergers. Direct payments for these customers will be on a 4 weekly cycle with 1 skipped month per year.

9. Rent Arrears Direct (RAD) from Universal Credit (*Otherwise know as Third Party Deductions*)

The DWP will assist in recovering rent arrears through deductions from claimants' UC payments. The DWP will deduct 20% of the claimant's personal allowance where the circumstances allow. On occasions the deduction will be at a reduced amount.

Customers should be given one chance to make an arrangement to reduce or clear arrears prior to PA Housing applying for RAD. The customer should be informed that if the arrangement fails an application will be made for RAD. If an arrangement fails an application should be made immediately. Any customer with 8 weeks or more arrears and who fails to engage with the Officer dealing with the case should immediately become subject to a RAD application.

Once the Income Officer has completed the checklist and made arrangements with the tenants it is the Income Teams responsibility to manage the rent account and apply for Rent Arrears Direct if the arrangement is defaulted upon.

RAD is paid on a 4 weekly cycle with 1 skipped payment each year no

matter what creditor reference number is allocated.

10. Contacting Universal Credit Service Centres

There are a number of ways to engage with UC Service Centres when asking for information about the Housing Cost element of UC:-

1. The claimant can write a note on to their online UC log to confirm that authority is granted for xx from PA Housing to contact DWP and that information about the Housing Element can be disclosed. Xx can then call the 'full' service on 0800 3285644 and inform the operative that this authority has been granted. This 'authority' will only last until close of business on the same day that the request is made via the UC journal.
2. Arrange for a 3-way telephone call to include the PA Housing representative, the customer and DWP operative. The DWP operative should go through security questions with the customer who can then either hang up or stay on the line to discuss the claim further.
3. Call the DWP in the presence of the customer.

RAD (3rd party deductions service)

Ex asra accounts - Call 0800 3280128. Go through security checks and quote the asra creditor reference number which is either 31897 for LHA accounts or 18398 for asra accounts.

Ex Paragon accounts - Call 0800 3280128. Go through security checks and quote the paragon creditor reference number which is either 41521 or 18268

11. Measuring Arrears Performance for Universal Credit Accounts

Managers are responsible for measuring performance on UC rent accounts. As long as the UC checklists are followed correctly, reporting will be automated and accurate. At present, UC accounts also form part of the overall arrears target but are also reported separately. The arrears target will be reviewed every year. Managers will carry out spot-checks on UC accounts to ensure that this procedure is being adhered to. If performance issues are discovered these will be addressed with the individual and any necessary coaching or training carried out.

12. Policy Review

In view of the constantly changing processes within DWP, this policy should be reviewed on an annual basis.

Appendices

Appendix A: Universal Credit Checklist

Appendix B: Untidy Tenancy Letter

APPENDIX 4.

GUIDE TO PAYMENTS AT SIGN-UP.

Section 4 of the policy requires PA Housing to carry out an income, affordability, vulnerability and risk assessment on all new prospective tenants and offer appropriate support prior to the new tenancy commencing. The results of this assessment will then enable a decision to be made as to what (if any) payment will be requested at the sign-up, up to a maximum of one month in advance, and what future payment plan will be requested to ensure that the tenancy conditions regarding payments in advance are met by the tenant (over a period of time in cases where the tenant relies on housing costs benefits which are paid in arrears).

Staff involved in this decision will ensure that the persons signing up to the tenancy are not discriminated against by reason of the usual requirements for payments in advance, and will further have due regard to any relevant protected characteristic such as disability and sex.

The table below offers a guide to the minimum payment that PA Housing would normally request. In some cases the prospective tenant may wish to, or can afford to, pay more – for example to ensure that there was no breach of tenancy whilst they were waiting for a benefit application to be approved.

Monthly tenancy with no benefit entitlement.	Contractual month`s rent in advance.
Monthly tenancy with partial housing	Estimated monthly personal contribution plus an agreed affordable amount towards contractual month`s rent in advance of a minimum of £20.00; followed by estimated monthly personal contribution plus an agreed affordable amount of a minimum of £20.00pcm until account

costs benefit entitlement.	never in arrears between benefit payments.
Monthly tenancy with full housing costs benefit entitlement.	An agreed affordable amount of a minimum of £20.00 towards contractual month`s rent in advance followed by an agreed affordable amount of a minimum of £20.00pcm until account never in arrears between benefit payments.
Weekly tenancy with no benefit entitlement and tenant intends to pay weekly.	Contractual week`s rent in advance.
Weekly tenancy with no benefit entitlement and tenant intends to pay monthly.	Month`s rent in advance to ensure no arrears between payments.
Weekly tenancy with partial housing costs benefit entitlement	Estimated weekly personal contribution plus an agreed affordable amount of a minimum of £20.00 towards contractual week in advance followed by estimated weekly/fortnightly/monthly personal contribution plus an agreed affordable amount of a minimum of £5.00pw/£10.00 per fortnight or £20.00pcm depending on tenant`s preference for frequency of payments until account never in arrears between benefit payments.

ent.	
Weekly tenancy with full housing costs benefit entitlement.	An agreed affordable amount of a minimum of £20.00 towards contractual week in advance followed by an agreed affordable amount of a minimum of £5.00pw/£10.00 per fortnight or £20.00pcm, depending on tenant`s preference for frequency of payments until account never in arrears between benefit payments.