Luton Borough Council
Housing Landlord Services

Rent Arrears Management Policy
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1 Scope

1.1 The policy applies to Introductory and Secure tenants.

1.2 This policy does not apply to leaseholders or temporary Non-Secure Tenants.

1.3 This policy applies to tenants living in sheltered schemes, with the proviso that additional support can be accessed in order to maintain the tenancy.

2 Policy Statement

2.1 LBC is committed to maintaining an efficient rent collection service in order to resource meeting housing need in Luton. We are committed to tackling housing poverty, maintaining our stock to prescribed standards and providing a wide range of services to all of our tenants. We aim to maximise rental income, minimise debt and act in a way that is supportive of sustaining viable, embedded and stable long-term communities.

2.2 LBC's customer-focused approach to income collection is positioned within a culture where prompt and regular rent payment is expected.

2.3 LBC ensure rent arrears are identified at an early stage and managed fairly, pro-actively and sympathetically so that the tenancy may be sustained wherever possible. We are committed to following the requirements of the Pre-Action Protocol set up by the Department of Constitutional Affairs for rent arrears and have these built into our recovery processes. The protocol only relates to secure tenants but we will use this for dealing with Introductory and Non-secure tenants.

2.4 LBC ensure that tenants are provided with appropriate and clear information, advice and support around debt management and benefit entitlement. Our staff will work with tenants to minimise debt and rent arrears and to make referrals to relevant internal and external agencies.

2.5 LBC communicate with residents in a customer-friendly manner that is positive and solutions-oriented.

2.6 We will make use of all available remedies to reduce tenants arrears but when these fail we will take firm enforcement action. However, we
will only use possession and eviction as a last resort once all other reasonable steps have been taken.

2.7 In pursuing enforcement action we will be careful to act according to our published policies, procedures and service standards so that tenants are treated fairly and equally, know what to expect from us, and are clearly informed of their rights and obligations at every step.

2.8 We will annually review our rent arrears policy and procedures and seek to continuously improve services and performance. We will work with the Income Management Service Area Panel and the Tenant Advisory Board to review this policy and processes, as well as using results from customer surveys and focus groups.

3 Early arrears

Preventing arrears: new residents

3.1 LBC recognises that the majority of our tenants are on a low income and many are coping with vulnerabilities. We also recognise that it is the tenant’s duty, whether in receipt of Housing Benefit or not, to pay rent weekly in advance, according to the terms of their tenancy agreement.

3.2 We will provide full information to new tenants on their rent-paying obligations and will make clear our expectation that we receive full, prompt and regular rent payments. We will also make new tenants aware of the steps we will take if they do not pay their rent and the implications that this has for their tenancy.

3.3 We will ensure that tenants have the necessary facilities in order to make their first rent payments and, where appropriate, that residents are referred for money or debt advice

3.4 We will promote and provide a range of payment options that are easy and convenient for tenants to use and cost-effective. We will improve payment methods through customer feedback and new technological developments.

3.5 We will identify tenants who are eligible for Housing Benefits and will work with the Customer Service Centre to assist tenants in completing a housing benefit application form at sign-up if they are likely to qualify.
3.6 We will keep a clear record of each contact with the tenant and other agencies to ensure clear case records are available

**Joint tenants**

3.7 In law both parties to a tenancy are jointly and severally responsible for rent arrears on the property. We will:

- Send key documents to tenants individually and address all other correspondence to all joint tenants.
- Endeavour to ensure that both tenants sign any agreements.
- Attempt to see all joint tenants when making visits.

**Vulnerable tenants**

3.8 LBC will actively identify vulnerable tenants through all the contact with tenants.

3.9 LBC will provide a tailored approach for vulnerable tenants and will be sensitive in dealing with tenants who have special needs. Where a tenant is identified as vulnerable, staff will act appropriately to support the tenant and will demonstrate awareness that non-payment of rent may be an indicator of significant support needs.

3.10 HLS will work closely with Adult Social Care and Children and Learning throughout the arrears process to ensure that customers needs are known and work together to offer support. At key points of the rent arrears process both social service sections will be contacted to identify any issues and to develop a joint approach to solve these issues where practicable and appropriate.

3.11 Vulnerable tenants will work with agencies providing specialist support and officers will be careful to make sure that information on rent collection is given in a way that is easily understandable to the tenant.

3.12 Where the tenant is under 18 or is particularly vulnerable, we will take into account:

- Whether the tenant has the mental capacity to defend possession proceedings
3.13 When we take court action, we will ensure the Civil Procedure Rule 21 is used for applicable tenants, making use of Litigation Friends.

4 Housing Benefit

Securing access to benefits for tenants

4.1 We will always seek to secure greater tenant access to benefits by:

- Advising tenants of any documents they need when applying for housing benefit and helping the tenant complete the relevant claim form.
- Informing tenants of the requirement to keep housing benefit updated on changes to their circumstances.
- Asking the tenant to sign an authority to permit us to discuss the claim with Revenues and Benefits.
- Providing information to tenants to help with housing benefit appeals and reassessments and/or referring tenants to an appropriate agency for this support.
- Maintaining close liaison with Revenues and Benefits through the Joint Working Protocol in order to facilitate prompt and accurate payments and reduce fraud.
- Using New Tenant Visits and Tenancy Inspections to ensure HB is being claimed where tenant is eligible to do so.

Housing benefit and arrears

4.2 We will not start possession proceedings for rent arrears if a tenant can demonstrate that

- They have provided Revenues and Benefits with all the evidence required to process a claim and are doing all they can to progress that claim.
- They have a reasonable expectation of eligibility for housing benefit and have paid other sums not covered by housing benefit (e.g. non-eligible charges and any expected shortfall).

4.3 We do not expect to seek possession for rent arrears which would be cleared or substantially reduced and the tenant makes an agreement to clear any shortfall and/or remaining debt.

4.4 Our income staff will be able to demonstrate a good working knowledge of housing benefit regulations and the processes used by Revenues
and Benefits in order to offer tenants appropriate advice and support. However, although we will provide a supportive overall framework, responsibility for housing benefit claims lie with the tenant.

5 Arrears from a previous tenancy

5.1 The requirement to pay arrears relating to a previous LBC tenancy will be inserted as a tenancy clause in any subsequent new LBC tenancy agreement. Should the tenant fail to pay as contracted, possession action may be taken for a breach of tenancy under Schedule 2, Ground 1 of the Housing Act 1985 for Secure tenants or the Housing Act 1996.

6 Loss of rights for tenants in arrears

6.1 Tenants who apply for a transfer will be placed in Band 4 if

- They are in arrears when they apply for a transfer.
- They go into arrears when they are on the transfer list.
- They do not make necessary payments whilst waiting for Housing Benefit claims to be assessed.

6.2 When put into Band 4, they will not be able to move to Band 3 for at least 4 months from the date of clearing the arrears, this will allow the tenant to establish themselves able to maintain a clear rent account.

6.3 Discretion will be used where the transfer case has been classified as urgent and the tenant can demonstrate that they are keeping to a repayment agreement.

6.4 If a tenant is in arrears we make clearance of arrears a condition for consenting to a mutual exchange.

6.5 Tenants in arrears may also not be eligible for other non-statutory benefits such as having improvements made to their homes.

6.6 Tenants will be able to access the Assisted Transfer Scheme unless:

- They go into arrears when they are on the transfer list.
- They do not make necessary payments whilst waiting for Housing Benefit claims to be assessed.
• Any other debt is owed to the Council for example rechargeable repairs.

7 Payments to tenants

7.1 Decoration allowances will be paid to tenants regardless of whether or not their rent account is in arrears.

7.2 All other payments, such as compensation for service failure, goodwill gestures and under-occupation entitlements, will only be paid direct to the tenant if their rent account is in credit. If the tenant is in arrears, we will credit the payment to their rent account with any balance paid to the tenant.

8 Bankruptcy/Individual Voluntary Arrangements (IVAs)

8.1 Where a tenant has been declared bankrupt or entered into an IVA, and stays in occupation, the tenant is liable to pay current rent as normal.

8.2 Following the Harlow v Hall case in 2006, we are no longer obliged to write off arrears following bankruptcy. Even if the debt is included in the bankruptcy, we can still seek possession where appropriate.

8.3 Arrears will therefore be treated in the normal way. Arrangements will be made for repayment of arrears and where arrangements are not kept, we will take legal action.

9 Debt Relief Order

9.1 When a tenant enters into a Debt Relief Order (DRO), we will not write off the arrears from the rent account during the 12 months of the DRO moratorium.

9.2 Following Sharples v Places for People Homes Ltd and Godfrey v A2 Dominion Homes Ltd. A DRO does not prevent the Council from taking possession action to recover the property from a tenant either before the DRO is granted or during the 12 months moratorium as the non-payment of rent is a breach of contract and we can take possession action for the breach.
10 Early identification and intervention

10.1 Early identification of arrears allows us the time and opportunity to offer support to tenants and discuss a range of options for clearing arrears. We are aware that a single missed payment, no matter how small, could place low income tenants in a financial position that is difficult to recover from.

10.2 Our staff will be pro-active in establishing and maintaining positive contact with the tenant as soon as is reasonably possible. We believe that this approach empowers tenants to deal with the situation before their debt becomes potentially unmanageable. It also makes a clear statement that we take arrears seriously.

10.3 Our staff will be sensitive to a tenant’s personal circumstances and vulnerabilities when discussing the most appropriate action to deal with arrears. We will take a holistic approach to rent arrears by helping to identify any sources of income for the resident, as well as addressing the tenant’s outgoings. We acknowledge that difficulty in paying the rent may be symptomatic of wider problems which require support and a more flexible approach. Factors that we will consider include:

- The reason for the arrears.
- The tenant’s personal financial circumstances.
- Any tenancy/relationship/matrimonial issues that may be contributing towards arrears.
- Whether the rent arrears are part of a wider debt issue for the tenant and what support, advice or referrals can be offered.
- Difficulties the tenant may be experiencing in accessing full benefit entitlements.
- The rent-paying history of the tenant.
- Whether arrears information has been understood by the tenant and is in an accessible format.

10.4 We will always endeavour to build a relationship of trust with the tenant and to make contact by telephone, text message, email, letters and visits to the tenant’s home.

10.5 Where attempts at contacting the tenant have failed, we will try to contact other agencies, next of kin, or in-house teams who may be able to persuade the tenant to make contact.
10.6 Where we are aware that a tenant has difficulty in reading or understanding information given, we will take every reasonable step to ensure that the information is communicated appropriately and that translation sheets are provided wherever possible.

**Agreement for repayment of arrears**

10.7 One of the main objectives in making contact with the tenant is to agree affordable sums for the tenant to pay towards arrears. Where the tenant may be experiencing problems with housing benefit, we will work with the tenant to resolve difficulties.

10.8 Any agreement will be clearly explained to the tenant so that they know how much they need to pay and over what period. The legal implications of not keeping to the agreement will also be plainly explained to the tenant.

10.9 Wherever possible we will endeavour to get the tenant to clear their arrears in full, or within a fixed period such as seven days. Alternatively, we will encourage the tenant to make lump sum payments on specified dates, with a maximum debt clearance period of 12 months. We will, however, at all times bear in mind the tenant’s ability to pay.

11 **Enforcement action**

11.1 LBC’s approach to the collection of rent arrears emphasises the importance of preventative measures and the provision of support to enable a tenant to maintain their tenancy whenever possible. However, after all reasonable steps have been taken, we will proceed to legal action.

**Notice of Possession Proceeding NOPP – Introductory Tenancies**

11.2 LBC will service a NOPP if an Introductory Tenant does not clear arrears or make a repayment agreement.

11.3 If LBC serve a NOPP the tenant has the right to a review. We will send the tenant a form to complete if they want a hearing. The tenant must apply for this review within 14 days of the service of the NOPP. The tenant can attend this review, but they must state they want to or LBC will hold an internal review with no representation from the tenant.
11.4 LBC must give the tenant five days notice of a review panel if they want to attend. LBC will also need to give a written outcome of the review panel by the date the NOPP become effective (i.e. the date legal proceedings can start).

11.5 The review panel will consist of two officers, who were both not involved in the original decision and are of a higher grade than those that were.

Notice of Seeking Possession (NOSP) – Secure Tenancies

11.6 We will seek possession under Ground 1 of the Housing Act 1985 i.e. ‘Any rent lawfully due from the tenant has not been paid or the obligation of the tenancy has been broken or not performed’. We will use this with other Grounds where appropriate.

11.7 The NOSP is valid for 12 months from the date it become ‘live’, unless the tenant clears the arrears before it become live.

Service of the Notices

11.8 When an agreement has been broken by a missed, late or partial payment and where there are no mitigating circumstances (e.g. life events such as a death in the family or serious illness), we will usually issue a NOSP warning letter. This will be followed by service of a NOSP / NOPP on the date detailed in the letter. Although this is our first step in taking legal action against a tenant, our aim is still to resolve issues with the tenant without proceeding to litigation.

11.9 LBC will serve a NOSP / NOPP if the tenant does not respond to initial recovery action. There are no limits for serving a NOSP, each case will be dealt with on its own merits. However, the following criteria will be taken into account:

- Contact has been made but the tenant has not made an agreement.

- An agreement has been made by the tenant but has subsequently been broken.

- A Housing Benefit claim has been cancelled or refused and no agreement is made to clear any arrears.
• A tenant has applied for HB and there is a reasonable expectation the claim will not be partially or fully successful and the tenant does not make an agreement to pay any shortfall.

11.10 Service of a NOSP / NOPP may be delayed where:

• The tenant has done everything they could to progress a housing benefit claim and/or where eligibility is clearly demonstrated and paying any short fall due.

• Tenants are vulnerable and/or may have mental health issues. It may be necessary to spend more time negotiating and ensuring support networks are in place before taking legal action.

• The personal circumstances of the tenant evidence a life crisis where we deem legal action would not be constructive and rent arrears are not caused by an unwillingness to pay on the part of the tenant.

After serving the Notice

11.11 Before the issue of proceedings we will make every reasonable attempt to contact the tenant to discuss:

• The amount of the arrears.

• The cause of the arrears.

• Repayment of the arrears.

• The housing benefit position.

• The implications of the notice.

• The need for accessing legal, debt and housing benefit advice.

11.12 We will continue to inform tenants of their rent balance through biannual statements and will work with the tenant to resolve outstanding housing benefit issues.

11.13 If the tenant complies with an agreement to pay the current rent and a reasonable amount towards arrears, we will agree to postpone issuing court proceedings for as long as the tenant keeps to the agreement.
11.14 If the tenant breaks the agreement we will warn them of the intention to bring proceedings and set clear time limits for making up the breach to regain compliance.

Re-serving a Notice

11.15 Where a tenant makes and maintains an agreement, we will monitor the account on a regular basis and no court referral will be made as long as the arrears are reducing in line with the agreement during the 12-month period where the NOSP is ‘live’. This 12-month period will start from the date of expiry of the NOSP for Secure tenancies.

11.16 Where necessary, we will serve a new NOSP after the 12 months when there are still rent arrears in order to:

- Safeguard the debt.
- Make clear that legal action will start if the agreement is broken.

12 Court Action

12.1 We will proceed to court action under the following circumstances:

- A repayment agreement made after the service of the NOSP has been broken and the tenant does not repay the shortfall within an acceptable timescale or
- No satisfactory agreement has been reached and a valid Notice remains in place and
- There is no alternative to court action even though we have taken steps to contact the tenant, reduce the debt and provide support.

12.2 We recognise that discretion may be applied by the officer and their team leader in seeking court action and, wherever possible, we will tailor the approach to the individual circumstances of the tenant, their arrears history and the relationship we have established with them.

Before the Hearing

12.3 We will contact the tenant no later than 10 days before the date set for the hearing and, wherever possible, arrange to visit. The purpose of the contact is to:

- Reiterate the date and time of the hearing.
• Make an agreement wherever possible to pay current rent and a reasonable amount towards arrears.
• Provide the tenant with up to date rent statements.
• Discuss the tenant’s housing benefit position (with consent).
• Advise them to attend court as their home may be at risk.
• Continue to offer debt and benefits advice and referrals (referral / signpost).
• Carefully explain the implications of non-payment once the court has made an order.
• Urge the tenant to make contact with independent advice centres.

12.4 We recognise that if we have unreasonably failed to fully inform the tenant of these details, the court may make an order for costs against LBC and / or dismiss our claims.

12.5 It is not appropriate for LBC staff to help the tenant complete their defence form against the claim and if a tenant requests assistance we will direct them to an advice agency.

13 Court orders

13.1 We can request either a Suspended Possession Order (SPO) or an Outright Possession Order (OPO) from the court or for the case to be adjourned.

13.2 In determining the type of Order, we will take in to account:

• The size of the debt.
• Previous adjournments.
• The circumstances and economic status of the tenant, with regard to their ability to repay the debt within an acceptable period of time.
• Housing benefit circumstances.
• Previous history and payment record of the tenant.

Outright Possession Order (OPO)

13.3 This Order gives immediate possession, or possession within a set period of time, normally 14 or 28 days.
13.4 This is the only Order we can request for Introductory Tenancies unless we ask for an adjournment.

13.5 We will generally only seek this in extreme circumstances, for example, where:

- We believe that the tenant is able, but not willing to pay.
- There has been no co-operation at any point from the tenant.
- The tenant has abandoned the property.
- There is a proven case of housing benefit fraud.

13.6 We may decide to vary the OPO where the tenant agrees to make acceptable payments and the team manager agrees not to evict. In most cases however, we will enforce the OPO immediately.

13.7 Where we agree for the OPO to be varied, it is the tenant's responsibility to apply to the County Court for the variation and if not done within a reasonable time we may continue to take further action based on the original OP granted.

**Suspended Postponed Possession Order (SPO)**

13.8 We will generally ask for a SPO when there has been a pattern of regular payment leading up to the court date and the tenant is able to make a reasonable offer, based on a financial summary.

13.9 If the tenant breaches the order, we will contact the tenant to make up the shortfall within a reasonable time or we will apply to the court for an Eviction Warrant.

13.10 Where tenant is having difficulty keeping to the terms of an SPO, the tenant may apply to court to seek a variation of the terms of the Order. We would only agree to this where it is the only reasonable action to protect the interests of LBC and support the tenant.

13.11 Where the tenant has complied in full with the terms of an SPO and all arrears and costs are cleared, the Order will cease to have effect.

**Adjournments**

13.12 Either party can ask for a case to be adjourned although it is the policy of LBC only to do so where substantial payments are made prior to the hearing or there is a low static debt.
13.13 The tenant or their representative may seek an adjournment if they feel our request for an Order is unreasonable or there is new information that needs to be considered by the court.

**Adjournment with liberty to restore**

13.14 The case remains undecided in law but can be restored by LBC as the claimant, without the need to pay costs, at a later date. These can be used when the tenant has cleared the debt but there are grounds to think the tenant will fall back into arrears.

13.15 This type of adjournment may be ordered by the judge where there are outstanding issues which cannot be resolved at the hearing.

13.16 It is our policy to avoid asking for this type of adjournment as they leave no duty upon the tenant.

**Adjournment on terms**

13.17 This is usually requested when both parties have agreed repayment terms for the arrears before the hearing.

13.18 We will use this for both Secure and Introductory Tenancies.

13.19 We will reapply to court for a further hearing if the tenant breaches the repayment terms and does not rectify this within a reasonable agreed timescale.

**Court Costs**

13.20 We will seek Court Costs for each case. This will generally only be the costs of summons or warrant as we do not use legal representation.

13.21 We will not ask for Court Costs only in exceptional circumstances or where the court application was in error.

14  **Eviction**

14.1 LBC takes the approach that eviction will be used as the last resort and will only be considered when all other options for clearing arrears have been exhausted.

14.2 Where a Suspended Possession Order has been breached, we will make every effort to contact the tenant to advise that unless the breach
is made good within 14 days, we intend taking the relevant steps to seek permission to evict.

14.3 We will make reasonable attempts to obtain details of the tenant’s income and expenditure to establish whether there has been any change of circumstances. In this case we may renegotiate the agreement as appropriate and require the tenant vary the possession order accordingly. This may need to be carried through the County Court.

14.4 Where payments have been missed but there has been no change in circumstance, we may agree a timescale within which the tenant will make up the shortfall.

14.5 Permission to evict can only be authorised by the Head of Housing or by an Eviction Panel chaired by the Housing Manager, with the Income Manager or another Service Manager deputising. Authorisation will be based on the evidence presented.

Application to have the eviction suspended (stay application)

14.6 Tenants facing eviction are advised of their right to apply to court to suspend the warrant. This gives the tenant the opportunity to repay the debt, or explain the arrears to a judge.

14.7 Whilst each application will be reviewed on its merits, as a general rule we will oppose the stay application and seek that it is dismissed by the judge, except in cases where the occupant has cleared all the arrears and costs or there has been a significant change in the tenant’s circumstances and it would not be reasonable to evict the tenant.

At the eviction

14.8 LBC will attend the eviction with the court bailiff who is responsible for executing the eviction. A carpenter must be in attendance to force entry if necessary and change the locks.

14.9 LBC has a strong commitment to protecting staff and minimising risk in all situations and so police presence will be requested attend where the tenant is on the corporate risk warning register or where it is believed that the tenant may be violent or cause be a risk to public safety.
14.10 We will observe the conditions of the tenancy agreement and dispose of any possessions left in the property at the end of the tenancy. We will make every effort to inform the occupier of this, in addition to their responsibility for meeting any reasonable costs we may have incurred.

After the eviction

14.11 When tenants are notified of an impending eviction, they will be advised to remove all their possessions from the property. Any goods left behind after evictions are still the property of the tenant. They do not become the property of the Council.

14.12 If the tenant is not present at the eviction, we will store the items for 7 days from the date of eviction and then dispose of any items that are unclaimed after this time. The exception to this will be perishable goods or those with little value ie food in the fridge, old newspapers.

Monitoring eviction cases

14.13 We log all cases where the tenant is sent a letter of intention to evict and record the progress of the case, household and ethnicity details, the level of arrears and the outcome. This information is analysed quarterly, in order that we can ensure all tenants are treated fairly and equally.

Working with the Homeless Team and Social Service Sections

14.14 Eviction is a key stage in the arrears process and a key stage (see paragraphs 3.8 – 3.13) when we will notify the Homeless team and Social Services when we apply to court and when we apply for an eviction warrant. This will allow the sections to work together to overcome any concerns and to work with their clients to prevent further action.

14.15 In order to perform our duty of care towards general needs tenants who are at risk of being made homeless, all eviction and eviction warning letters sent to tenants will be copied to the local authority’s homelessness team.

15 Confidentiality

15.1 We will treat as confidential all information on the personal circumstances of a tenant. A tenant’s arrears position, forwarding
address and other personal details will not be made known or implied to any other person unless we are authorised by the tenant, or required by law. However, we will share information to enable us to trace a tenant or to collect debt through nominated debt collecting agencies.

16 Equality and Diversity

16.1 We recognise that customers of all races, ages, religions, gender, sexual orientation and disability should be treated equally and fairly and we will not discriminate in implementing this policy.

16.2 We will be sensitive to tenants’ individual needs and will tailor our services and approaches accordingly.

16.3 We will take steps to identify any language or communication requirements and ensure that we provide information in the appropriate format.

16.4 This document can be translated or provided in alternative formats (e.g. Braille, large print, audio) upon request.

16.5 Equality and Diversity training is mandatory for all staff.

17 Publicising the Policy

17.1 LBC publicises its policies and procedures on Rent Arrears to residents and staff in a number of ways:

- Tenant Handbook
- Fact Sheets
- Housing Matters
- LBC Website
- Advertising
- Income Management Service Area Panel
- Staff Briefings and
- Training

Procedure

Glossary
Connected Policies:

Forms and Letters:

Leaflets:

Sign off | TCC