

Department of Infrastructure

Public Sector Eviction Operational Practice and Procedures		
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Please note this document is to inform and guide Housing Authorities on the minimum practice standards expected for Housing Authorities.

The procedure and actions set out in this document are the minimum expected of a Public Sector Housing provider. There is an expectation that every effort will be made to engage with the tenant at each stage as the emphasis is on prevention of eviction wherever possible. Eviction should only be used as a last resort, where other methods have failed.

1. Eviction for Rent Arrears

Stage 1 Letter/ Advice Leaflet/Telephone Contact

- **Letter to be sent advising of arrears and requesting account be brought up to date.** It would be for the individual Authority to determine the level of arrears at which this action is taken but ideally they should be notified after missing two successive payments in

the case of those tenants who pay weekly or fortnightly, and after missing just one payment where the tenant pays rent at a greater interval than fortnightly.

- For those known to be in receipt of benefits, the Authority should approach the tenant and Social Security to attempt to set up direct payments. Where the tenant is already in arrears, or has a history of arrears, the Authority should apply to Social Security for direct payment.
- Included within the letter will be an explanatory leaflet which identifies areas of support and contacts including:
 - invitation to attend housing office for confidential discussion;
 - option to pay off arrears in instalments in addition to rent;
 - contact and telephone number of debt counsellor at the Office of Fair Trading;
 - contact and telephone number of Family Support at Social Services;
 - contact and telephone number of Income Support at Social Security
- This letter should be followed up by telephone contact, where possible.

Stage 2 Visit/ referral for advice/follow up letter

- After a further seven days, the Authority must attempt telephone/personal contact.
- If there is no response to the letter or from attempts to contact them by phone, the Authority should consider visiting if the tenant is known to be vulnerable. If no contact has been achieved by alternative means it would be good practice to send a follow up reminder letter at this point.
- The Authority should also contact Social Services (Tel. 686179), where there are concerns of a welfare nature, to discuss the possible implications of rent arrears action and consequences of a possible eviction.
- If appropriate consider what action or support could be given through DHSC or other support agencies to resolve the arrears problem.

Stage 3 Final Notice/ Advise Department of Possible Action

- After a further seven days a Final Notice to be sent to the tenant (by Recorded Delivery where there has been no response) advising that the Authority intends issuing a Notice to Quit, which also sets out the implications of such action. The letter should request full payment and the alternative offer to enter into an agreement for payment by instalments in addition to the weekly rent.
- At the same time the Authority would be required to satisfy the Department that it had followed agreed procedures on a standard pro forma stating dates and times of letters, visits, telephone contacts etc. It should be noted that this action is not to seek Department approval to proceed with possession action, but to confirm independently that the agreed procedures had been followed. In the case of referral by the Department the procedure check should be undertaken by the Attorney Generals Chambers or other approved body
- If it was found that procedures had not been followed, the Authority or the Department would be required to repeat the process.
- After a further seven days, unless notified to the contrary, the Authority to proceed with a Notice to Quit

Stage 4 Legal Action

- After a further seven days Legal Action for repossession sought.
- At this stage the Court would consider if the Authority had acted reasonably and would still have the option to adjourn proceedings or suspend the enforcement of a Possession Order for up to 12 months subject to an agreement being maintained by the tenant.

It was agreed that as a preventative measure at the time of tenancy start-up, advice should be given in the form of a budget guide so the prospective tenant is aware of their obligations under their new tenancy agreement.

If an acceptable payment plan is agreed at any stage and subsequently maintained then the process can be halted. However **should the tenant default within 6 months, the process can be reinstated from the point it was stopped** (i.e. it is not necessary to go back to letter 1) provided the tenant has been advised of this condition in writing.

ARREARS ACTION SHEET

NOTICE TO QUIT

Tenant:

Tenancy Address:

.....

.....

Tel:

Cost Centre:

STAGE 1

Amount of Arrears:

Date of Letter:

Date Contacted SSD (Benefits)
(if applicable):

Date Telephoned:

Contact made:

Contact not made:

Not attempted:

Arrears Agreement made?
Date:

STAGE 2

Date Telephoned:

Contact made:

Contact not made:

Not attempted:

Date of Visit:

Contact made:

Contact not made:

Not attempted:

Date Contacted Duty Social
Worker (DHSC) (if applicable):

Support Agreed with DSW:

Arrears Agreement made ?Date:

STAGE 3

Date of Final Notice:

.....

Was notice sent recorded delivery:

Date DOI Notified:

.....

Arrears Agreement made? Date:

.....

Date of Notice to Quit:

.....

STAGE 4

Date Legal Action Commenced:

.....

Court Date:

.....

**Possession Granted
Date:**

.....

Arrears Agreement Made? Date:

.....

Housing Authority:

.....

Signed:

.....

Position:

.....

<<Insert Housing Authority Title/Logo here>>

PAYING YOUR RENT & MANAGING DEBT

Your tenancy agreement is a legal contract between you and <<insert Housing Authority title here>>. It sets out your rights and responsibilities as a tenant and ours as your landlord. You have been given your own copy to keep. When you sign your tenancy agreement, you agree to keep to the rules that govern the way you live in your home which means that, amongst other things, you agree to pay your rent and any other associated charges on time.

When we agree your tenancy we tell you how much the rent is, and when you should start to pay. In addition, we give you a rent card which also shows the amount you must pay.

Your rent is payable weekly in advance on Mondays, but you may pay every two weeks or monthly if you prefer, **as long as your account is paid in advance**. You can pay your rent from your bank account by Direct Debit, **at our counter in Markwell House, Douglas**, or in person at the Post Office. If you are on benefits such as Income Support, you can also arrange to pay your rent directly from your benefits. Contact the Housing Officer or the Benefits Office for advice on this method of payment (See Useful Contacts on the back page).

To make sure that your rent account runs smoothly, you should:

- Pay your rent when it is due;
- Let us know if you go away for any length of time;
- **Contact us immediately if you have a problem paying your rent;** and
- Tell the Housing Officer about any changes in circumstances which may affect the amount of rent you pay E.g. new lodgers

It is most important that you contact us as soon as you can if you are having problems in paying your rent. We will arrange to discuss the matter with you in private, and will be able to suggest the best methods of clearing any arrears.

Remember that arrears can start off small when the occasional payment is missed but they build up quickly. If your account remains in arrears or if you are a persistent late payer we will have to take action to recover the rent you owe us.

Please Remember, if you are having difficulties paying your rent:

- Speak to the Housing Officer
- Get advice, for example, from Citizen's Advice or the Debt Counselling Service; and
- Continue to make regular weekly payments, **no matter how small they are**

If you find yourself in arrears, or are having problems in making your rent payments, we will always be sympathetic to your position, and you should contact us for help and advice as quickly as possible. If you do not pay your rent you will be sent a number of letters requesting that you clear your arrears and reminding you of your

obligation to keep your payments up to date. We will also try to contact you in person or by telephone.

If we receive no response to our efforts to contact you, and you do not make arrangements to clear your arrears or they continue to increase we will have no alternative but to take legal action against you and you will be in danger of losing your home.

In addition, any legal costs incurred whilst pursuing our claim against you may also be charged to you.

REMEMBER: Ask for help before your debt gets too large.

We will work with you to help resolve your financial difficulties so that if at all possible you do not have to leave your home.

If you are having problems keeping up with your rent or other payments or debts, you should get help as quickly as possible. The Office of Fair Trading has a Debt Counselling Service and can be contacted on Tel. 686510. The Citizens Advice Service is also available to help and can be contacted by telephoning 626863 (Douglas Branch), 813466 (Ramsey Branch) or 833976 (Port Erin Branch).

If you need help with existing benefits or need to find out if you can claim Income Support or other benefits, please contact Social Security on Tel. 685656.

Family support and the Duty Social Worker can be accessed by telephoning 686179.

Don't ignore the problem. The sooner you get help the easier it will be to sort things out.

You can also help yourself by following a few simple steps to work out a budget.

Add up all the money you have coming into your home each week or month. Work out over the same period of time all the things you spend your money on. You must make sure that you include all essential items such as food, electric, gas/oil, rent, and any other regular payments.

Subtract what you spend from the money you have coming in. The amount left is what you can afford to spend on other things or use to pay off any other debts.

BUDGET PLANNER

Use the form below to make a list of all your **regular** income & all of your outgoings or expenses.

Add each list up and minus your **TOTAL OUTGOINGS** from your **TOTAL INCOME**.

The amount you are left with is what you can afford to spend on other things.

(You can work this out either weekly or monthly depending on how you receive your income, but don't forget to budget for things like your car tax and insurance even if you pay them annually)

INCOME	WORK -YOU	£ _____
	WORK -YOUR PARTNER	£ _____
	PENSION - YOU	£ _____
	PENSION - YOUR PARTNER	£ _____
	BENEFITS	£ _____
	CHILD MAINTENANCE	£ _____
	OTHER	£ _____
	£ _____
TOTAL INCOME		£ _____
OUTGOINGS	RENT & RATES	£ _____
	ELECTRICITY	£ _____
	GAS/OIL	£ _____
	COAL	£ _____
	FOOD	£ _____
	TELEPHONE (Inc. MOBILES)	£ _____
	PETROL	£ _____
	TV LICENCE	£ _____
	HOUSEHOLD INSURANCE	£ _____
	CAR INSURANCE	£ _____
	LIFE INSURANCE	£ _____
	CAR LOAN	£ _____
	OTHER LOANS	£ _____
	HIRE PURCHASE PAYMENTS	£ _____
	CHILDCARE	£ _____
	OTHER	£ _____
.....	£ _____	
.....	£ _____	
TOTAL OUTGOINGS		£ _____
TOTAL INCOME		£ _____
MINUS	TOTAL OUTGOINGS	£ _____
=	DISPOSABLE INCOME	£ _____

USEFUL CONTACTS

Housing Officers	Department of Infrastructure	Tel. 685955
Debt Counselling	Office of Fair Trading	Tel. 686510
Social Services	Social Services	Tel. 686179
Citizen's Advice Service	Douglas Branch Room 3, Promenade Church Tuesday 12.30pm – 3pm Friday 10am – 12.30pm	Tel. 626863
	Southern District Thie Rosen Castletown Road, Port Erin Friday 10.30am – 12.30pm OR Castletown Civic Centre, Farrants Way, Castletown Monday 10.30am – 12.30pm	Tel. 833976
	No. 4 Bourne Concourse, Peel Street, Ramsey Monday, Tuesday 10am – 1pm Wednesday, Thursday, Friday 1pm – 4pm	Tel. 813466
Benefits Office	General Enquiries	Tel. 685656
	Income Support	Tel. 685094
	Income Support (pensioners)	Tel. 685084
	Family Income Supplement	Tel. 685092
	Child Benefit	Tel. 685107
	Incapacity Benefit	Tel. 685105
	Disability Benefits	Tel. 685104
Manx Housing Trust	Flat 2, 21 Derby Square, Douglas	Tel. 626226
Women's Aid (Refuge)		Tel. 679950/677900
Motiv8	(formerly Alcohol and Drug Service - counselling and advice)	Tel. 617889

2. Reapplication to HWL by tenant after eviction for rent arrears

Rent arrears – public sector eviction

No reapplication to any public sector HWL can be made within the six month period following eviction for rent arrears.

After this initial six month period, applications still **cannot be accepted from applicants with outstanding public sector rent arrears.** The applicant should be advised in writing of the above two conditions.

However, **in cases where concerted efforts have been made to repay the debt (by regular payment etc.)** and the local authority is content that the payments can and will be maintained, discretion can be applied provided that adherence to the repayment plan (which must be reasonable and reflect the applicant's ability to repay) is a written condition of access to the HWL. **It should be made clear to the applicant from the outset that failure to adhere to the condition will result in removal from the HWL.**

If the applicant's debt is with one authority but an application is made to another the same conditions apply, e.g. an application to Douglas HWL cannot be accepted within six months of the eviction and would be subject to the applicant meeting their outstanding debts in Ramsey.

Any subsequent tenancy offer can be subject to conditions such as Rent Direct from benefits, or short term licence/tenancy.

Other local authorities should be notified as a matter of course of ex-tenants with outstanding historic rent arrears to assist with recovery and so that a joined up policy can be applied in all cases.

Rent arrears – private sector eviction

Rent cards should be produced by applicants residing in or leaving private sector rental for verification of rent account history on application and prior to allocation of property. Where possible a landlord's reference should be obtained.

Applications can be accepted immediately on eviction from private sector accommodation but are not to be accepted from applicants with unjustifiable outstanding private sector arrears without applying the six month penalty period and repayment arrangements as for public sector evictions.

Unjustifiable arrears would be cases where, for example, there has been an income coming into the household, whether from employment or benefits, but no, or very limited, efforts have been made to pay the rent. However, consideration must be given to the social welfare circumstances of the applicant/s and the circumstances of the debt. If, for example, the debt is the result of unreasonable actions by the landlord or a significant change in income from job loss/ ill health etc., a reasonable amount of discretion and common sense should be applied. As above, in cases where concerted efforts have been made to repay the debt (by regular payment etc.) and the local authority is content that the payments can and will be maintained, the application can be accepted provided that adherence to the repayment plan (which must be reasonable and reflect the applicant's ability to repay) is a written condition of access to the HWL. The Housing Authority should liaise with the landlord recovering the funds where possible and **it should be made clear**

to the applicant that failure to adhere to the condition will result in removal from the HWL.

Any subsequent tenancy can be subject to conditions such as Rent Direct from benefits, or short term licence/tenancy.

A deduction of 10 points is allowable if there are existing public or private sector rent arrears.

However, as above, a reasonable amount of discretion and common sense should be applied to ensure that any deductions are appropriately applied. Any discretionary decision should be recorded for possible future scrutiny and be fully justifiable in terms of discrimination and equal access to services i.e. all applicants presenting with the same or essentially the same circumstances should be treated equally.

3. Eviction for Anti Social Behaviour

Anti Social Behaviour by a tenant does not generally constitute the same clear grounds for process to Possession (unless the incident is particularly serious) as would rent arrears – i.e. the rent is either being paid or it is not, but what constitutes ASB can be subjective. The burden of proof is on the housing authority and its partner agencies such as the Police to provide valid and robust evidence to substantiate the case. If the evidence is regarded as subject to interpretation by the Court the legal process can still take a considerable length of time as the case may be dismissed or adjourned a number of times. Repeat offending and the subsequent return to Court will help the local authority to build the case for eviction.

As with rent arrears, the process should begin as a housing management issue, and all efforts should be made to sustain the tenancy wherever possible. If Possession action is later required the Courts will expect to see that the authority has made all reasonable attempts to address the situation. Good record keeping is important as it may form part of your evidence base at a later stage.

The first stage is clearly consistent with the rent arrears process; **the tenant must be formally made aware that he is breaching the terms of the tenancy agreement.**

Stage 1 Letter/ Advice Leaflet/Telephone Contact

- **Letter to be sent advising of ASB or allegations of ASB and that the activities in question should cease.** It would be for the individual Authority to determine the level of activity at which this action is taken but ideally, especially in terms of longitudinal evidence gathering, they should be notified after just one complaint. The tenant must be notified that a complaint has been made but at this stage the housing authority must make the approach as a fact finding exercise and have consideration for the fact that the tenant may have their own version of events which indicates that the fault lays elsewhere. Clearly some complaints will be more robust than others, and clear evidence from the Police, for example, that a significant incident has taken place can be dealt with more robustly from the outset.
- Included within the letter will be an invitation to attend housing office for confidential discussion and an explanatory leaflet which defines anti social or nuisance behaviour as per the housing authority policy and interpretation.

- This letter should be followed up by a face to face meeting or by telephone contact, where possible, particularly if the incident has been a significant one, for example where it has involved the Police.

Subsequent stages depend on the tenant's reaction to the notification above and incidences of repeat offending. If the initial letter resolves the situation then no further action is required, but the letter and a record of any response or follow up remains on their file in case the ASB reoccurs at a later date. If the incident is serious or remains unresolved, actions and issues which should be considered are as follows:

- For those known to be vulnerable (this does not necessarily mean that there must be an established health/welfare issue, but can be in terms just of age, i.e. the very young (children of a family) or the very old), the Authority should approach the care/support agency if known or call Social Services (Tel. 686179) to raise awareness of the possible consequences of the continued behaviour (i.e. loss of their home) and attempt to set up a support package if required.
- The use of mediation should be considered, particularly where there appears to be an ongoing neighbour dispute involving specific parties. This can be carried out solely by the housing authority but wherever possible work with partner agencies such as the Police or support agencies as this makes the process more robust.
- Acceptable Behaviour Contracts should be used as a matter of course where serious incidences take place or patterns of unacceptable behaviour are established. Again, as above this can be carried out solely by the housing authority but where possible work with partner agencies such as the Police or support agencies as this makes the process more robust, and facilitates the process to an Anti Social Behaviour Order (ASBO) should this be required. An ABC generally has a term of 6 months although this can be varied. It is important throughout the term of the ABC that the situation is monitored and is subject to review with appropriate action as required.
- ASBO – whereas the ABC is a voluntary agreement between the offender and partner agencies, an ASBO has a legal basis and the offender is committing a criminal offence if the order is breached which can result in imprisonment.
- Throughout the process complainants/victims should be encouraged to formally record their own version of events to add to the evidence base for further action as required.

When all reasonable interventions have been exhausted the only option for the housing authority will be to proceed with Possession although as indicated earlier achieving Possession may well be a lengthy process. Quality record keeping is essential throughout so that a robust case can be presented to the Court to demonstrate clear breaches of the tenancy agreement.

Thresholds for taking Legal Action

It is difficult to state categorically when legal action should be commenced in ASB or nuisance cases - for example, simple criteria such as 'three warning letters', or 'two months of loud music and nuisance', etc. may not be appropriate for all cases. Each case must be decided on its seriousness and on how effective other interventions have been.

The following issues should be considered before taking legal action:

1. Have you issued clear, unambiguous warnings?

Has the perpetrator been made aware of his/her tenancy responsibilities? Has s/he been made aware that they are in breach of those responsibilities and the consequences? Has s/he been given opportunities to stop or put right the problems? Clearly, this is where warning letters and ABCs come in to their own.

2. Ensure your evidence is robust

Take ownership of the case and collate as much evidence as possible (Incident Diaries, Witness Reports, Noise monitoring, Photographs/Camcorder). Review your understanding of standards of acceptable behaviour against your own evidence and be clear what levels of noise or types of activity you believe is reasonable. Be consistent. Should children playing in the street stop at 8.00, 9.00 or 10.00pm? Is door slamming and loud TV reasonable after 10.00, 11.00 at night? Would you accept bad language and swearing at any time?

The Police and Environmental Health Department can assist in this decision, but you must not delegate this decision to other agencies. You must be prepared to justify the reasonableness of your approach.

3. Follow appropriately timed actions

If you agree that the complaints of nuisance, ASB or harassment are true or reasonable, then you must set clear time scales for resolution, after which you will take legal action. It must be recognised that even low levels of noise nuisance or bad behaviour can seriously damage the quality of life for those suffering if the behaviour continues for days, weeks, or even months.

If the process is conducted in a timely and reasonable manner and is well documented the Courts will support you in this decision.

However, remember that serious nuisance or harassment must be resolved within days rather than weeks.

4. Act in accordance with the seriousness of the tenancy breach

Sometimes the incident may be so serious that legal action is needed immediately, for example physical risk to property, neighbours or staff. In these circumstances, question your need to issue formal warnings before seeking the protection of the courts.

Other local authorities should be notified as a matter of course of ex-tenants evicted for ASB so that a joined up policy can be applied in all cases.

ANTI SOCIAL BEHAVIOUR - NUISANCE AND HARASSMENT

Nuisance and harassment is behaviour that prevents you, or your neighbours from living peacefully in your home.

Nuisance is behaviour that annoys one or more households.

Harassment is unacceptable behaviour that is directed at a particular person or household. It can be violence, or threats of violence, that may be verbal or physical. It includes attacks on people and property, and can include:

- Damage to property;
- Physical assault;
- Abusive graffiti;
- Unwanted or unwelcome sexual comments; and
- Abusive language directed at someone because of his or her race, religion or sex, or for any other reason.

Remember, you will not only be breaking your tenancy agreement but you could also be breaking the law if you cause a nuisance or harass someone. If that is the case, you may be prosecuted by the Police.

What happens if I disturb my neighbours?

You must make sure that you do not cause damage or become a nuisance to your neighbours (E.g. Excessive noise levels)

In particular this means;

- NO DRUGS
- NO CRIMINAL ACTIVITY
- NO VIOLENCE OR THREATS OF VIOLENCE
- NO LATE NIGHT PARTIES, LOUD MUSIC ETC.

If you are the subject of a complaint from your neighbours, the matter will be fully investigated, and if proven, immediate action will be taken to institute legal proceedings. This could result in you and your family being evicted from your home.

What can I do to avoid disturbing my neighbours?

- Treat your neighbours as you would like to be treated.
- If you know that there will be some noise in your home, for example if you are having a party, let your neighbours know beforehand, or why not invite them to the party.
- Do not carry out noisy work on your home or car late at night or early in the morning.
- Do keep the volume of your television and music systems at a reasonable level at all times, and not so loud that people outside your home can hear them.
- If you have a dog, you should keep it under control and not let it bark continuously.
- If your house or car alarm goes off, deal with it as quickly as possible.
- Do not sound car horns or rev your car engine, especially late at night.
- Co-operate with your neighbours over parking arrangements or if they ask you to reduce the noise.
- Keep your garden tidy and free from rubbish.
- Ask children and visitors to try not to disturb the neighbours

Remember

- You are responsible for the behaviour of your children, anyone else who lives in your home and any visitors.
- Noise and vibrations travel easily through walls, floors, and doors, especially in flats.
- In the first year of your tenancy, we will visit you at least twice to check that you are being a good neighbour and help you if you have any difficulties. But don't wait for the visits if you have any problems.

What can I do if I experience neighbour problems?

It is always best to try to sort out disputes between yourselves. Ask whoever is causing the problem to stop. They might not be aware that they are causing a problem. Allow time for the situation to improve.

If you cannot solve the problem, you can explain what has happened to us and we will try to help. However, you must realise that if we are to act effectively we will usually have to involve you and that it may not be possible for your complaint to be kept anonymous.

You should contact the Police if you think anything criminal has happened.

My neighbour is harassing me, what should I do?

We will not tolerate any form of harassment. We take all cases of nuisance and harassment seriously and will thoroughly investigate all reports. Action will be taken against any tenants found to be responsible for harassment and this could result in them losing their tenancies. All cases will be dealt with swiftly and sensitively. We have produced a leaflet dealing with neighbour problems which also includes a log for recording purposes. Please ask for a copy if necessary.

What can I do if I witness crime or vandalism?

Please contact the Police on 631212 or 999 in the case of an emergency. If you witness our property being vandalised, please contact the Police, but also let us know as we may wish to take criminal action against the perpetrators.

KEEPING PETS

Can I keep a pet?

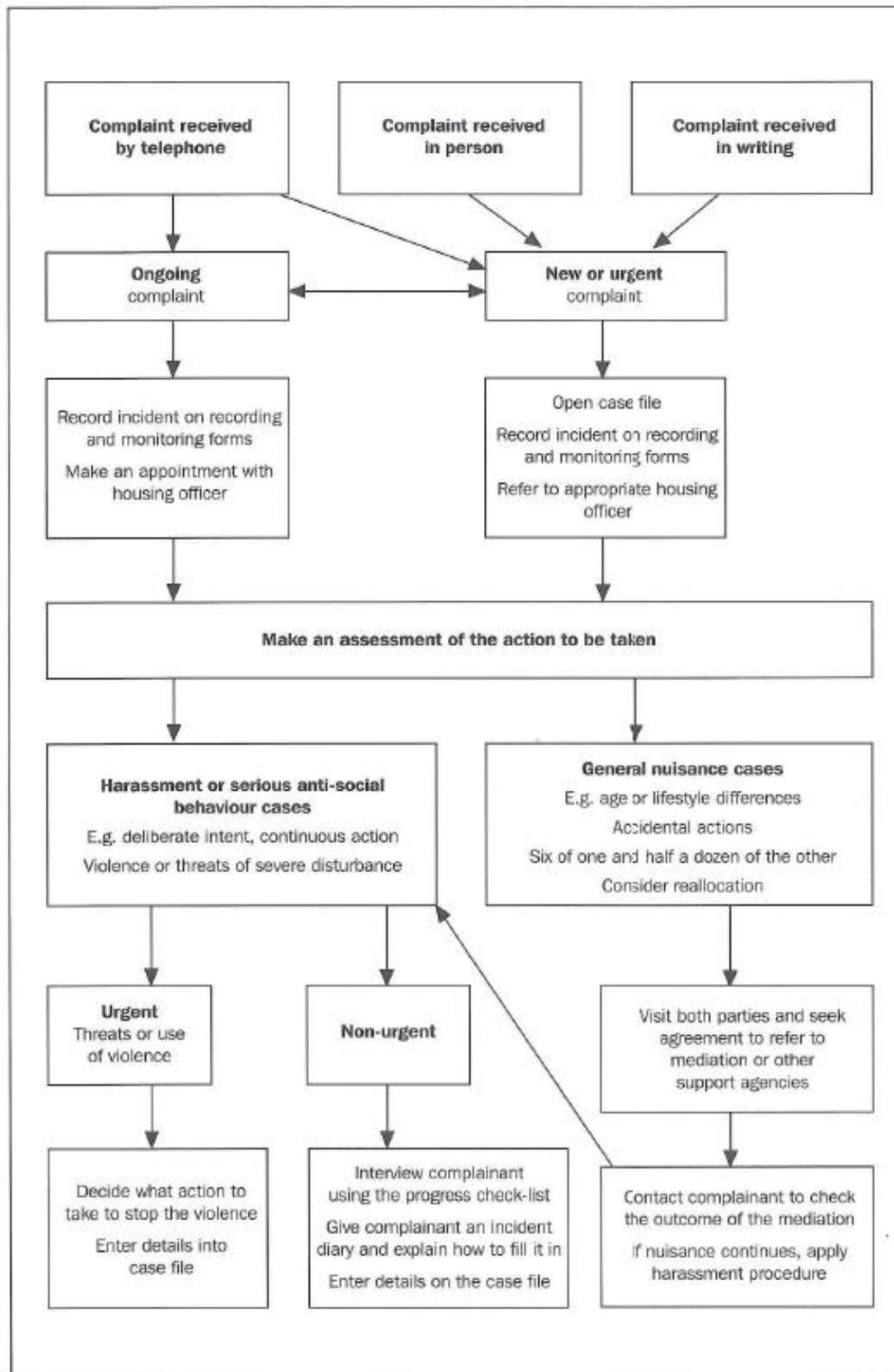
You are allowed to keep pets with the permission of the Housing Department.

Our definition of pets is dogs, cats, small caged birds (not pigeons), rodents, rabbits, non-poisonous insects and small non-poisonous reptiles or fish.

- You may keep a pet unless you are living in a scheme with more than four flats in the block with common access. If this applies, tenants can only keep small caged pets. You must ensure that you keep your pet under control so that it does not disturb, annoy or be a nuisance to neighbours or visitors. Nuisance can include:
 - Allowing your dog to foul public footpaths or shared areas;
 - Allowing your pet to stray;
 - Letting your dog bark for a long time; and
 - Allowing your pet to become out of control
- You must not keep an animal other than one in the list above.

Good Practice Examples: Complaints Process & Recording

Flow chart: Action to be taken when receiving a complaint



Source: flow chart is based on a process chart designed by Manchester City Council Nuisance Response Team.

A complaints progress check-list

Task: When a complaint is received the following information should be collected:

Tick when done:

- | | |
|--|--------------------------|
| 1. Case file opened | <input type="checkbox"/> |
| 2. Name and address of complainant(s) | <input type="checkbox"/> |
| 3. Name and address of defendant(s) | <input type="checkbox"/> |
| 4. Date of initial report and date an acknowledgement sent | <input type="checkbox"/> |
| 5. Details of type of anti-social behaviour and description of incident(s) | <input type="checkbox"/> |
| 6. Complaint recorded and entered onto monitoring sheet and incident diary issued | <input type="checkbox"/> |
| 7. Contact with defendants | <input type="checkbox"/> |
| 8. Date letters sent | <input type="checkbox"/> |
| 9. Date of home visit and when interviewed | <input type="checkbox"/> |
| 10. If appropriate, date of referral to other agencies such as social services, youth offending team, community service team, probation, youth services etc. | <input type="checkbox"/> |
| 11. Mediation or conciliation discussed | <input type="checkbox"/> |
| 12. Date referred to mediation (if appropriate) | <input type="checkbox"/> |
| 13. Case report completed | <input type="checkbox"/> |
| 14. Action plan drawn up | <input type="checkbox"/> |
| 15. Further contact with complainant(s), date of home visit and interview | <input type="checkbox"/> |
| 16. Follow up reports and where appropriate issue incident diaries | <input type="checkbox"/> |
| 17. If legal action is considered you will need: | |
| – a completed case file and incident diaries | <input type="checkbox"/> |
| – correspondence from the complainant and defendants | <input type="checkbox"/> |
| – a signed copy of the tenancy agreement | <input type="checkbox"/> |
| – a map or plan showing where the people involved live in relation to each other | <input type="checkbox"/> |

Source: based on check-list from Manchester City Council.

4. Reapplication to public sector HWLs by ex-tenants after eviction for Anti Social Behaviour

No reapplication can be made to any public sector HWL following eviction for ASB within the twelve month period following eviction, during which time the applicant/s must be able to demonstrate to any subsequent housing authority a real and enduring cessation of the offending anti social behaviours.

After twelve months applications can be accepted provided that the above condition has been met. However, regardless of their position on the list in terms of housing points under the Uniform Criteria for Housing, **the applicant will not be housed for a further six month period**. After this initial six month period on the HWL, the applicant will become subject to allocation of housing in line with their position on the HWL in relation to others, (for most housing authorities this will mean the applicant still has a considerable further period of waiting on the HWL).

The applicant should be made aware that this period of time will be used by the housing authority to monitor the applicant's behaviour, and where applicable, engagement with any relevant support agencies. **Further incidences of ASB** (this must be validated and not based on hearsay or speculation) **will result in removal from the HWL**. This should be made clear to the applicant in all relevant correspondence. If arrears or recharges are also outstanding the repayment plan condition outlined in the Rent Arrears section would also apply as a condition of acceptance on to the list.

In cases involving vulnerable individuals/families, a case can be made to the Department by an appropriate health or welfare professional which will be considered by the Health/Welfare pointing multidisciplinary professional panel who will provide guidance as to the health/welfare housing need of the applicant and how that may be compromised by the twelve month ban outlined earlier. A decision will be made on this basis to determine whether the twelve month period without access to public sector housing waiting lists is waived or reduced for that individual.

When allocation is imminent it is appropriate and best practice for the housing authority, in recognition of the impact on previous neighbours/victims, **not to offer the person housing in the same street or immediate area as the previous address** (regardless of whether this is the only area that is available when they have reached a point at which they can be housed in line with the Uniform Criteria for Housing e.g. if the applicant/s resided in Balthane Square when evicted and is/are at the top of the HWL, and Balthane Square was the next appropriate available property location they would have to be passed over for allocation).

In order to reduce risk and facilitate ongoing management, **any subsequent tenancy can be subject to a wide range of conditions** which must be applied in a consistent and reasonable manner subject to the background and specific detail of each case.

These can include any combination or all of the following;

- Short term licence/tenancy of 3, 6, or 12 months (renewed on good behaviour and converted to standard tenancy after a 12 month period of acceptable behaviour)
- A pre-emptive Acceptable Behaviour Contract (from the onset of tenancy/licence)

- A zero tolerance approach by the housing authority to further breaches of tenancy i.e. the legal process for eviction can be instigated immediately.
- Rent Direct from benefits/attachment of earnings and /or adherence to any repayment plan
- Regular property inspection
- Any other condition relating to the specific circumstances of the case if considered reasonable by the Department
- Supported Housing (see below)

In cases where there are extensive health/social welfare needs it is also appropriate to make the tenancy conditional on a structured and sustainable support package being delivered by support/care agencies, indefinitely if required, i.e. Supported Housing. This course of action does have resource implications for the DHSC and the process of liaising with the relevant professionals to deliver this end should begin as soon as the issues are identified (this may be as early as the point of the original eviction) so that adequate provision can be made.

If the conditions applied in relation to the tenancy offer are considered reasonable by the Department but are refused by the applicant, then it would be entirely in order for the housing authority to refuse to allocate the property. If the applicant fails to meet the conditions when housed then it would be entirely in order for the housing authority to give a NTQ and begin legal proceedings to end the tenancy.

It is important throughout this process that good records are kept and that conditions have been explained and repeated to the applicant/tenant.

The above process can be applied to evictions from private sector accommodation on the grounds of proven ASB

Appendix 1 – Sample letter: Stage 1 eviction for rent arrears

** *****

*** **

Dear *** *****,

RENT ARREARS NOTICE

Property Address	*****
Weekly Rent 2019/20	£****
Arrears as at 03 May 2019	£****

Our records show that your account is in arrears as shown above. Under the terms of your tenancy agreement, you are required to pay your rent **weekly in advance**. As this has not been done, please arrange to bring your account up to date by paying the outstanding sum of £**** and keeping your account one week in credit in future.

If you are unable to pay the outstanding amount in full, you must contact the housing office within seven days of the date of this letter to arrange an agreed payment plan.

If you are unemployed or on a low income and need advice on what benefits may be available to you, you should contact the Treasury without delay Tel: 685094. I also draw your attention to the free service provided by the Office of Fair Trading. Their debt counselling service is available to all and you can arrange an appointment by telephoning their offices on Tel: 686510.

You must respond to this letter **within seven days of the date of this letter**. Failure to do so will result in further letters and possibly leave the Department with no alternative but to instigate proceedings for recovery of rent outstanding. This may result in legal proceedings for the possession of your home. If it is found necessary to issue such proceedings please note that not only will additional costs be incurred, but if the debt still remains unpaid, judgement and execution will have to be obtained against you which could affect your credit rating.

Yours sincerely

Appendix 2 – Sample letter: Stage 2 eviction for rent arrears

**

Dear ***,

RENT ARREARS NOTICE

Property Address	*****
Weekly Rent 2019/20	£****
Arrears as at 03 May 2019	£****

Our records show that despite our previous correspondence your rent account continues to be in arrears. The terms of your tenancy are that **rent is to be paid weekly in advance**. As this has not been done, please arrange to bring your rent up to date by paying the outstanding sum of £**** and ensure to keep your account **one week in credit** in future.

If you are unable to pay the outstanding amount in full, you must contact the housing office within seven days of the date of this letter to arrange an agreed payment plan.

If you are unemployed or on a low income and need advice on what benefits may be available to you, you should contact the Treasury without delay on Tel. 685094. I also draw your attention to the free service provided by the Office of Fair Trading. Their debt counselling service is available to all and you can arrange an appointment by telephoning their offices on Tel. 686510.

You must respond within SEVEN DAYS of the date of this letter. Failure to do so will result in further letters and if the matter is not resolved will leave the Department with no alternative but to instigate proceedings for recovery of the debt. This may result in legal proceedings for the possession of your home. If it is found necessary to issue such proceedings please note that not only will additional costs be incurred, but if the debt still remains unpaid, judgement and execution will have to be obtained against you which could affect your credit rating.

Yours sincerely

Appendix 3 – Sample letter: Stage 3 eviction for rent arrears

** *****

*** **

Dear *** *****,

RENT ARREARS – FINAL NOTICE AND WARNING OF LEGAL ACTION

Property Address	*****
Weekly Rent 2019/20	£****
Arrears as at 03 May 2019	£****

Our records show that despite previous correspondence your account continues to be in arrears. The terms of your tenancy are that **rent is to be paid weekly in advance**. As this has not been done, please arrange to bring your rent up to date by paying the outstanding sum of £**** and ensure to keep your account **one week in credit** in future.

If you are unable to pay the outstanding amount in full, you must contact the housing office within seven days of the date of this letter to arrange an agreed payment plan.

If you are unemployed or on a low income and need advice on what benefits may be available to you, you should contact the Treasury without delay on Tel. 685094. I also draw your attention to the free service provided by the Office of Fair Trading. Their debt counselling service is available to all and you can arrange an appointment by telephoning their offices on Tel. 686510.

You must respond within SEVEN DAYS of the date of this letter. Failure to do so may leave the Department with no alternative but to instigate proceedings for recovery of the debt. This may result in legal proceedings for the possession of your home. If it is found necessary to issue such proceedings please note that not only will additional costs be incurred, but if the debt still remains unpaid, judgement and execution will have to be obtained against you which could affect your credit rating.

Yours sincerely

Appendix 4 – Sample letter: Stage 4 eviction for rent arrears

** *****

*** **

NOTICE TO QUIT

PER CORONER

****Tenant Name**, **Tenanted Property Including Post Code****

Dear *** *****

The Department of Infrastructure, Markwell House, Market Street, Douglas, the owners of ****Address****, hereby give you notice to quit and deliver up to the Department of Infrastructure possession of ****Address****, which you hold as weekly tenant on the ****Insert Date 3 Weeks 3 Mondays from the date of Notice to Quit**** or other the day on which the then current week of your tenancy will expire next after the end of the week current at the time of your being served with this Notice.

By virtue of the Landlord and Tenant (Miscellaneous Provisions) Act 1976 your Landlord cannot evict you without a Court Order and without such an Order it is a criminal offence for your Landlord or anyone else to try to make you leave by using force or harassment.

Your attention is further drawn to the following enactments under which you may be entitled to the protection of the law, namely:-

1. The Housing (Rent Control) Act 1948 and
2. The Landlord and Tenant Act 1954

Take Further Notice that any monies paid by you as Tenant on or after the date of this Notice in respect of your occupation of ****Address****, will be applied firstly to reduce any arrears of rent which may exist in respect of that property, secondly to satisfy any rent due down to the date upon which you are required to leave and that any balance after that is accepted as mesne profits only for use and occupation pending your moving out and giving up possession to the Department as Landlord. You must still continue to pay for use and occupation at the same rate as your rent at the rate of **£***.**** per week until you vacate the property. The service of this Notice to Quit does not affect your liability to pay for continued use and occupation until such time as you leave.

No monies received by the Department as your Landlord or any other person on this behalf after the date of this Notice will be accepted as payment which might constitute or be deemed to constitute a waiver of this Notice to Quit or to create a new tenancy between you and your Landlord. All monies paid by you after the date of this notice are only accepted by or on behalf of the Department as Landlord on these conditions.

Dated this *** day of ***** 201*

Yours sincerely,

Appendix 5 – Sample: Acceptable Behaviour Contract

Isle of Man Constabulary and <<Name of Local Authority>>
ACCEPTABLE BEHAVIOUR CONTRACT -

THIS CONTRACT is made on

BETWEEN

<<Local Authority>>

The Police

AND

Name.....

Address

.....

xxxxxxx AGREES the following in respect of future conduct –

- | |
|--|
| 1) <i>enter conditions</i>
2)
3)
4) |
|--|

FURTHER, if xxxxxx does anything which s/he has agreed not to do under this contract *with* <<the Local Authority>>, this may lead to further formal action being taken against me.

DECLARATION

I confirm that I understand the meaning of this contract and that the consequences of breach of the contract have been explained to me.

..... date.....
(Signature of Tenant(s))

Witnessed by:

..... date.....
(Signature of Housing Manager)

Witnessed by:

..... date.....
(Signature of Police Constable)

Additional Information about ABCs

Acceptable Behaviour Contracts (ABCs) are a way in which relevant authorities can tackle anti-social behaviour, particularly among teenagers. The contracts may serve as a useful alternative to Anti-Social Behaviour Orders where the latter are not considered justified.

ABCs can be put into effect within days and at little cost. Where an ABC is breached by an individual who continues to act in a manner which causes harassment, alarm or distress to people in another household, that fact can be used as evidence in support of an ASBO application.

Additional points to note:

- An ABC is an individual written agreement by a young person with a partner agency and the police not to carry on with certain identifiable acts, which could be construed as anti social behaviour.
- It has been designed for 10 to 18 year olds, although it is flexible and can be used occasionally, where appropriate, for over 18s if they still live at home in council, rented or privately owned property with their parents.
- In cases where a child is under 10, the parents could be asked to sign up to a parental responsibility contract. This would be the same as an ABC except that the parents take full responsibility for their child's behaviour.
- An ABC is not legally binding but it can be cited in proceedings such as for an Anti-Social Behaviour Order.
- An ABC should normally be effective for up to six months, although it can be renewed.
- Arrangements should be made by the partner agency and the police to monitor the ABC's effectiveness and to keep its terms under review.
- It should be signed on the premises of the partner agency following an interview, with an agency official and police officer present, as well as the young person's parent or guardian and any other appropriate adult, such as a social worker, concerned for the young person's welfare.
- If the young person fails to attend despite a letter of invitation sent to him or her and to the parent or guardian, the non-appearance should be documented and used at any future proceedings.
- If the young person attends but the parents refuse to then the contract signing may still go ahead, provided an appropriate adult is present.
- The original contract is kept by the partner agency, a copy kept by the police and a copy is given to the parent/guardian of the youth concerned.
- If the ABC is breached, and the breach is serious, the matter should be referred to the partnership's problem solving group for a decision as to the most effective course of action, including an ASBO
- If the breach is not serious, the parents and young person should either be interviewed or sent a letter reiterating the conditions of the contract