



# Guidance for Housing Authorities on the Management of Arrears and Prevention of Evictions in Public Sector Housing

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## **INTRODUCTION**

The purpose of this document is to inform and guide all housing providers on the minimum practice standards expected in the management of arrears and prevention of evictions from a public sector home.

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.

Throughout this document, each stage of action is flagged as either green, amber or red:

**GREEN: PREVENTATIVE ACTION**

**AMBER: INITIAL FORMAL ACTION**

**RED: FORMAL AND LEGAL ACTION -  
TENANCY AT RISK**

## PART 1 - RENT ARREARS

### PREVENTATIVE ACTION

There are five stages that can be followed in the prevention of rent arrears and ultimately eviction. Every effort should be made to work with tenants to support them in paying their arrears and if an acceptable payment plan is agreed at any stage and subsequently maintained then the process can be halted.

**Should the tenant default within 6 months, the process can be reinstated from the stage 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. For example, Ramsey Town Commissioners notify their tenants of their intention to re-start from the last stage if arrears resume via their Rent Arrears Agreement (Appendix 1).

#### Stage 1 – Letter/Advice Leaflet/Telephone Contact

- **Letter to be sent advising of arrears and requesting that the account be brought up to date** (Appendix 2). 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 Treasury Benefits 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 Treasury Benefits for direct payment.
- Included within the letter will be a budget planner (Appendix 4) and explanatory leaflet (Appendix 3) 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;
  - Useful contacts list (Appendix 5)
- This letter should be followed up by telephone contact, where possible.

**STAGE 1 CHECKPOINTS:**

- HAVE YOU MADE CONTACT WITH THE TENANT?
- HAS THE TENANT EXPLAINED THE REASONS FOR THEIR ARREARS?
- HAVE YOU BEEN ABLE TO ASK ABOUT THEIR WELLBEING, OR ASSESS THE TENANT FOR ANY ADDITIONAL NEEDS?
- HAVE YOU SENT AN ADVICE LEAFLET & BUDGET PLANNER WITH YOUR LETTER?
- CAN YOU SET UP RENT DIRECT OR A REPAYMENT PLAN?

**INITIAL FORMAL ACTION****Stage 2 – Visit/referral for advice/follow up letter**

- After a further seven days, the Authority must attempt to telephone/make personal contact.
- If there is no response to the letter or from attempts to contact the tenant 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 (Appendix 6).
- 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 to do so consider what action or support could be given through DHSC or other support agencies to help resolve the arrears problem.

**Stage 3 – Final Notice/Advise Department of Possible Action**

- After a further seven days a Final Notice (Appendix 7) should 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 this stage it would be prudent for officers to request that a senior officer within their organisation reviews the action taken to date and is satisfied that the procedures have been followed. The Department can also be called upon for advice or review of a case to confirm independently that the agreed procedures had been followed. If it was found that procedures had not been followed, the Authority or the Department would be required to repeat the process.

#### STAGE 2 & 3 CHECKPOINTS:

- HAVE YOU MADE CONTACT WITH THE TENANT?
- HAVE YOU BEEN ABLE TO ASK ABOUT THEIR WELLBEING, OR ASSESS THE TENANT FOR ANY ADDITIONAL NEEDS?
- DO YOU NEED TO ATTEMPT A WELFARE CHECK TO ENSURE THE TENANT DOESN'T REQUIRE ADDITIONAL SUPPORT FROM OTHER AGENCIES?
- ARE YOU SATISFIED THAT THE CORRECT PROCEDURES HAVE BEEN FOLLOWED IF YOU NEED TO MOVE TO THE NEXT STAGE?

### FORMAL OR LEGAL ACTION – TENANCY AT RISK

#### Stage 4 – Pre-Legal Action

- After seven days from issue of the Final Notice, unless the action is to cease, ensure the arrears action sheet is complete (Appendix 8) and issue a Notice to Quit (Appendix 9).

#### Additional advice:

Some housing providers may have additional advice letters that are issued to tenants before full legal proceedings begin, these are individual to providers and are in addition to the minimum action set out within this document.

Example 1: DOI issue a pre-legal action notice from the Attorney General's office to tenants **before** the Notice to Quit is issued.

Example 2: Other housing providers, working with advocates, send a pre-legal action letter **after** the Notice to Quit is issued and before full legal action commences.

### Issuing a Notice to Quit (NTQ):

- A Notice to Quit should only be issued when all other options have been explored i.e. contact by other means, a tenant visit attempted and enquiries made with relevant agencies.
- The NTQ must give at least three weeks' notice from the date of issue, for the tenant to vacate the property. It is advised that the Notice to Quit should be issued with a Monday's date.
- A NTQ must be served by the Coroner, which will require a formal instruction from the Housing Provider to serve the notice. The Housing Provider will also provide the Coroner with two Certificate of Service forms. Both of these are completed by the Coroner to prove that the NTQ has been served. One of these completed forms will be retained by the Coroner and the other to be returned to the Housing Provider.
- Three NTQ's should be prepared, one for the relevant Coroner, one for the Tenant and one to be retained by the Landlord.
- In the case of a joint tenancy when one tenant is living at a separate address, then two NTQ's will need to be issued along with all other instructions.
- If the Landlord is aware that the occupants are no longer residing at the property then the NTQ should be attached to the front door of the property.

### Stage 5 - Legal Action

At this stage, the housing provider should follow the guidance below:

- After the expiry date of the Notice to Quit, referral for legal action to repossess the property can be sought.
- Collect copies of all of the correspondence and records of communications with the tenant, for the legal case.
- 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.

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.

**STAGE 4 & 5 CHECKPOINTS:**

- ARE YOU CONFIDENT THAT YOU HAVE MADE EVERY ATTEMPT TO ENGAGE WITH THE TENANT AND FIND OUT ABOUT THEIR WELLBEING?
- SHOULD A REFFERAL BE MADE TO SOCIAL SERVICES?
- CAN YOU PROVIDE EVIDENCE THAT YOU HAVE MADE EVERY POSSIBLE ATTEMPT TO CONTACT THE TENANT?
- DO YOU KNOW OF OTHER CIRCUMSTANCES AFFECTING THE TENANT THAT COULD BE AFFECTING THE RENT ARREARS?

**PART 2 – ANTI SOCIAL BEHAVIOUR**

Anti-Social Behaviour (ASB) 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.

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

**PREVENTATIVE ACTION**

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



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 (**Appendix 10 – ASB Incident Log**).

### **Stage 1 – Letter/ Advice Leaflet (Appendix 11)/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 prolonged 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 serious than others, and supporting evidence from the Police is beneficial, for example, that a significant incident has occurred, will enable more robust action to be taken from the outset.
- Included within the letter should be an invitation to attend the housing office for a 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.

#### **PREVENTATIVE ACTION CHECKPOINTS**

- HAVE YOU MADE CONTACT WITH THE TENANT?
- HAVE YOU CONTACTED ANY OTHER PARTIES INVOLVED IN THE INCIDENT?
- HAVE YOU ISSUED THE ASB ADVICE LEAFLET AND/OR ASB DIARY TO THE TENANT AND/OR OTHER RELEVANT PARTIES?
- DO YOU NEED TO ARRANGE TO HAVE A FACE TO FACE MEETING OR WELFARE CHECK WITH THE TENANT?

#### **INITIAL FORMAL ACTION**

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 the tenant's

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 also be in terms 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 appropriate support if required.
- If appropriate, consider holding a mediation meeting between the tenants in dispute with each other. This can be carried out solely by the housing authority and if necessary, with partner agencies such as the Police.
- Acceptable Behaviour Contracts (ABC) should be used as a matter of course where serious incidences take place or patterns of unacceptable behaviour are established (Appendices 12 and 13). This can be set up by the housing authority with support from the Police and other 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 is a voluntary agreement and 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.
- An ASBO (Anti-Social Behaviour Order) has a legal basis and the offender is committing a criminal offence by breaching its terms. An ASBO is court ordered, set up by the Police. If the order is breached this can result in imprisonment.

#### **INITIAL FORMAL ACTION CHECKPOINTS:**

- DO YOU NEED TO ATTEMPT A WELFARE CHECK TO ENSURE THAT THE TENANT DOESN'T REQUIRE ADDITIONAL SUPPORT FROM OTHER AGENCIES?
- HAS THE TENANT BEEN GIVEN CLEAR INFORMATION ABOUT THE ASB, IT'S RELEVANCE TO THEIR TENANCY AGREEMENT AND INFORMED OF THE CONSEQUENCES OF CONTINUED ASB?
- ARE YOU SATISFIED THAT THE CORRECT PROCEDURES HAVE BEEN FOLLOWED IF YOU NEED TO MOVE TO THE NEXT STAGE?

## FORMAL OR LEGAL ACTION – TENANCY AT RISK

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.

- If the above steps do not resolve the ASB, a pre-action (advocate's letter) should be issued to the tenant(s) giving them a further reasonable timescale to resolve the ASB and warning them that their Tenancy is at risk if they fail to do so.
- Advocates could also issue a Notice to Remedy (Appendix 14); a Notice to Remedy has similar terms to a NTQ but states exactly what the breach/breaches are that need to be addressed and give a specified timescale for doing so. This should be served by the Coroner.

### Additional advice:

Individual housing providers may issue the pre-action letter/Notice to Remedy in a different order to the above, this is an operational decision for each provider.

Example 1: DOI issue a pre-legal action notice from the Attorney General's office to tenants **before** the Notice to Remedy is issued.

Example 2: Other housing providers, working with advocates, may send a pre-legal action letter **after** the Notice to Remedy (sometimes referred to as a Section 11 Notice) is issued and before full legal action commences.

When all reasonable interventions have been exhausted the only option for the housing authority is to proceed with Possession. 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.

### FORMAL OR LEGAL ACTION CHECKLIST:

- CAN YOU SHOW THAT YOU HAVE MADE EVERY POSSIBLE ATTEMPT TO HAVE CONTACT WITH THE TENANT?
- HAS THE TENANT BEEN MADE AWARE THAT THEY HAVE BREACHED THE TERMS OF THEIR TENANCY AND BEEN GIVEN THE OPPORTUNITY TO RECTIFY THE ISSUE(S)?
- HAVE YOU GIVEN CLEAR TIMESCALES FOR RESOLUTION?
- COLLATE ROBUST EVIDENCE WHICH DEMONSTRATES ALL OF YOUR EVIDENCE OF THE ASB ISSUES (e.g. incident diaries, witness reports, noise monitoring, photographs)

## **PART 3 – POST EVICTION: WHAT HAPPENS NEXT?**

### **Post-Eviction support**

Even though a tenant may have received a Court Order for eviction there may still be ways in which you could help them before they vacate the property:

Consider:

- Giving them information about housing charities that may be able to assist them such as Graih or Housing Matters.
- In the case of evictions for rent arrears, agreeing a repayment plan with the former tenant before they leave, so they can re-apply for housing in the future.
- Suggesting they use debt counselling services.
- Providing advice about how to re-apply for Public Sector Housing in the future, if applicable.
- Whether appropriate social support is available or at the least they are made aware of the situation.
- Advising the outgoing tenant that their former history of bad debt and or antisocial behaviour may impact their opportunity for being accepted onto a housing waiting list, should they reapply

### **Re-applying for Public Sector Housing**

In cases where the tenant was evicted from Public Sector housing due to rent arrears or anti-social behaviour, a re-application can be made to a Public Sector waiting list at the discretion of the Housing Provider.

The Department recommends the following courses of action:

- Former tenants with outstanding rent arrears must have either cleared their debt or be making regular and agreed repayments to their former landlord.
- Former tenants who have previous ASB cases must agree to an ABC (Anti-social Behaviour Contract) from the commencement of their tenancy, once they are in a position to be allocated a property.

**PART 4 - APPENDICES**

**APPENDIX 1 – RENT ARREARS AGREEMENT**

**Ramsey Town Commissioners**

**Rent Arrears Agreement**



Name of Tenant (s)

Tenancy Address

Date

Weekly Rent

Amount Currently Outstanding

**Agreed Instalments**

Amount	Frequency	Commencing

Note: If an acceptable payment plan is agreed and is maintained, the process can be halted. Should the tenant default within six months, the process can be reinstated from the point it was stopped as long as the tenant has been made aware of this in writing.

Ramsey Town Commissioners will use the information provide in accordance with the Data Protection Act 2002 for the purpose of housing management. On occasions, the information may also be shared between different Departments of the Commissioners and with third parties such as Department of Social Care. In such instances the Commissioners will ensure that your personal data is processed in accordance with the Data Protection Act 2002.

Tenant Signed

Ramsey Town Commissioners Signed

**APPENDIX 2 - ARREARS ADVICE LETTER (LETTER 1)**

\*\*\*\*\*  
\*\*  
\*\*\*\*\*  
\*\*\*\*\*  
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Dear \*\*\*,

**RENT ARREARS NOTICE**

**Property Address** \*\*\*\*\*  
**Weekly Rent 2020/21** £\*\*\*\*  
**Arrears as at 10 June 2021** £\*\*\*\*

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 3 - PAYING YOUR RENT, ADVICE SHEET

# <<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.

Your tenancy states the weekly amount that your rent is, this 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 the housing counter <<insert local details eg. at our counter at Markwell House>>, or in person at the Post Office (where applicable). If you are in receipt of Treasury Benefits such as Income Support, Employed Persons or Jobseekers Allowance, you can arrange to pay your rent directly from your benefits. Contact the Housing Office or the Benefits Office for advice on this method of payment (See our 'Useful Contacts' information leaflet)

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, partners moving into the property etc.

**It is 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. 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 Treasury Benefits 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 (See our 'Budget planner' leaflet) 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.



## APPENDIX 4 - PAYING YOUR RENT, ADVICE SHEET

### BUDGET PLANNER

Use the form below to make a list of all your **regular** income and 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)

<b>INCOME</b>	WORK - YOU	£	
	WORK - YOUR PARTNER	£	
	PENSION - YOU	£	
	PENSION - YOUR PARTNER	£	
	BENEFITS	£	
	CHILD MAINTENANCE	£	
	OTHER	£	
		£	
<b>TOTAL INCOME</b>		<b>£</b>	
<b>OUTGOINGS</b>	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 .....	£	
	OTHER .....	£	
<b>TOTAL OUTGOINGS</b>		<b>£</b>	
	<b>TOTAL INCOME</b>	<b>£</b>	
<b>MINUS</b>	<b>TOTAL OUTGOINGS</b>	<b>£</b>	
<b>=</b>	<b>DISPOSABLE INCOME</b>	<b>£</b>	

## APPENDIX 5 - USEFUL CONTACTS

### USEFUL CONTACTS

Housing Office	Department of Infrastructure	Tel. 685955
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
Social Services	Central number	Tel. 686179
Debt Advisory Services	Office of Fair Trading	Tel. 686510
	Salvation Army iomdas@salvationarmy.org.uk	Tel. 339660
	Manx Citizen's Advice Service  Douglas Branch 1st Floor Lounge, Promenade Church, Loch Promenade, Douglas Tuesday 12.30pm – 3pm Friday 10am – 12.30pm Email: <a href="mailto:citizens@manx.net">citizens@manx.net</a>	Tel. 626863
	Southern District Thie Rosen, Castletown Road, Port Erin Friday 10.30am – 12.30pm Email: <a href="mailto:casrosein@outlook.com">casrosein@outlook.com</a>	Tel. 833976
	Ramsey branch 4 Bourne Concourse, Peel Street, Ramsey Monday & Tuesday 10am – 1pm Wednesday, Thursday & Friday 1pm – 4pm Email: <a href="mailto:citizens@manx.net">citizens@manx.net</a>	Tel. 813466

Other Useful Contacts  (*Telephone numbers are provided here, or visit their Facebook pages)	Housing Matters*	Tel. 675507
	Manx Housing Trust*	Tel. 626226
	Graih*	Tel. 304381
	Foodbank*	Tel. 646999
	Women's Aid IOM	Tel. 677900
	Moitiv8 <a href="mailto:motiv8@iom.com">motiv8@iom.com</a>  (formerly the Isle of Man Alcohol Advisory Service, Motiv8 is a registered charity that provides counselling for addictive behaviours including alcohol, drug use and gambling)	Tel. 627656 Mobile 426400
	Victim Support*	679950

**APPENDIX 6 - ARREARS ACTION LETTER (LETTER 2)**

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\*\* \*\*\*\*\*  
\*\*\*\*\*  
\*\*\*\*\*  
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Dear \*\*\* \*\*\*\*\*,

**RENT ARREARS NOTICE**

<b>Property Address</b>	*****
<b>Weekly Rent 2020/21</b>	£****
<b>Arrears as at 10 June 2021</b>	£****

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 7 - FINAL NOTICE LETTER**

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\*\*\*\*\*  
\*\*\*\*\*  
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Dear \*\*\*,

**RENT ARREARS – FINAL NOTICE AND WARNING OF LEGAL ACTION**

**Property Address** \*\*\*\*\*  
**Weekly Rent 2020/21** £\*\*\*\*  
**Arrears as at 10 June 2021** £\*\*\*\*

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 8 - ARREARS ACTION SHEET

### ARREARS ACTION SHEET

<b>Tenant name:</b>	
<b>Address:</b>	
<b>Contact details:</b>	

#### STAGE 1 – PREVENTATIVE ACTION

<b>Arrears amount:</b>	<b>£</b>
<b>Contact made via telephone?</b>	<input type="checkbox"/> Contact made <input type="checkbox"/> Contact not made Not <b>attempted</b>  <b>Dates of contact:</b> ..... .....
<b>Letter 1</b>	<b>Date issued:</b> __/__/____  <b>Enclosed:</b> <input type="checkbox"/> Arrears advice leaflet <input type="checkbox"/> Useful contacts <input type="checkbox"/> Budget planner <input type="checkbox"/> Direct Debit form

**\*\* Wait 7 days before proceeding to Letter 2- making repeat attempts to contact the tenant \*\***

<b>Week 2 arrears amount:</b>	<b>£</b>
<b>Contact made via telephone?</b>	<input type="checkbox"/> Contact made <input type="checkbox"/> Contact not made <input type="checkbox"/> Not attempted  <b>Dates of contact:</b> ..... .....
<b>Letter 2</b>	<b>Date issued:</b> __/__/____

<b>Details of welfare concerns and any referrals made during stage 1:</b>	
---	--

**STAGE 2 AND 3 - INITIAL FORMAL ACTION**

**\*\* Wait 7 days before proceeding to Letter 2- making repeat attempts to contact the tenant \*\***

<b>Arrears amount:</b>	<b>£</b>
<b>Contact made via telephone?</b>	<input type="checkbox"/> Contact made <input type="checkbox"/> Contact not made <input type="checkbox"/> Not attempted  <b>Dates of contact:</b> ..... .....
<b>Final notice letter</b>	<b>Date issued:</b> __/__/____ <input type="checkbox"/> Issued by recorded delivery
<b>Referred to manager for review?</b>	<b>Yes/No</b> Details:

<b>Details of welfare concerns and any referrals made during stages 2 and 3:</b>	
--	--

**STAGE 4 – FORMAL OR LEGAL ACTION**

**\*\* Wait 7 days from the issue of a Final Notice, before considering further action to Notice to Quit, making repeat attempts to contact the tenant \*\***

<b>Arrears amount:</b>	<b>£</b>
<b>Contact made via telephone?</b>	<input type="checkbox"/> Contact made <input type="checkbox"/> Contact not made <input type="checkbox"/> Not attempted  <b>Dates of contact:</b> ..... .....
<b>Issue Notice to Quit</b>	<b>Date instructed coroner:</b> __/__/____ <b>Date served by Coroner:</b> __/__/____ <b>Date notice ends:</b> __/__/____  <input type="checkbox"/> Certificate of service received
<b>Referred for legal action</b>	<b>Date referred for legal action:</b> __/__/____  <input type="checkbox"/> All correspondence records collated <input type="checkbox"/> Rent account statements provided
<b>Court date</b>	<b>Date of initial hearing:</b> __/__/____

## APPENDIX 9 - NOTICE TO QUIT

\*\*\*\*\*  
 \*\* \*\*\*\*\*  
 \*\*\*\*\*  
 \*\*\*\*\*  
 \*\*\* \*\*

# 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 \*\*Month\*\* 202\*

Yours sincerely,



## APPENDIX 11 - ASB ADVICE LEAFLET

### ANTI-SOCIAL BEHAVIOUR – NUISANCE AND HARRASSMENT

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.

## APPENDIX 12 - TEMPLATE ABC CONTRACT

**THIS CONTRACT is made on**

BETWEEN

<<Local Authority>>

The Police

**Name**.....

**AND**

**Address** .....

.....

**xxxxxxx AGREES the following in respect of future conduct –**

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

## APPENDIX 13 - ABC INFORMATION SHEET

### 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.

## APPENDIX 14 – NOTICE TO REMEDY TEMPLATE

### NOTICE TO REMEDY

#### By Coroner's Service

To: *NAME* ("the Tenant"), *ADDRESS*

1. As Advocates and Attorneys for the Department of Infrastructure ("the Department") the freehold owners of *ADDRESS* ("the Property") which premises were leased to you by a tenancy agreement dated *DATE* ("the Tenancy Agreement") by the Department, **WE HEREBY GIVE YOU NOTICE** that our client requires you to remedy within seven days from the date of service of this Notice your breach (whereof particulars are given below) of the terms and conditions of your Tenancy Agreement.
2. This Notice is given in accordance with Section 11.1 of the Conveyancing (Leases and Tenancies) Act 1954. Failure to comply with it within the time specified may be relied upon as a reason for the enforcement of the right of forfeiture by the Department **which could lead to repossession of the Property.**
3. Your attention is drawn to the statutory requirement that the period within which you are required to remedy the breach must be a reasonable period.

#### **PARTICULARS OF BREACHES OF TERMS OR CONDITIONS OF THE LEASE**

##### Particulars of breach 2(d):-

#### **EXAMPLE OF BREACH**

*The above clause requires that the Property will be your only residence, and you will reside there permanently.*

*The Department is satisfied that you have breached this clause. You informed the Housing Manager on 15 May 2020 and again on 19 June 2020 that you are no longer living at the Property and intended to end the Tenancy Agreement by returning the keys. However, you have failed to undertake this action and failed to respond to numerous attempts by the Department to contact you by 'phone and letter in relation to this matter. The Department wishes you to remedy this by either returning to the Property to reside there with immediate effect or by returning the keys to the Property within seven days from the date of service of this Notice.*

**TAKE NOTICE** that within seven days from the date of service of this Notice (unless otherwise stated) the Department requires the Tenant to remedy the breaches of covenants hereinbefore specified. In the event of non-compliance by the Tenant with this Notice within seven days from service thereof the Department as Landlord intends to enforce its right of re-entry and forfeiture that has arisen by the facts hereinbefore set out by action or otherwise as the Department may be advised, **which may lead to repossession of the Property.**

Dated this XX<sup>th</sup> day of Month 202X

Yours sincerely

Advocates for the Department