

JOINT OVERVIEW & SCRUTINY TRANSITION – HOUSING TASK GROUP
13TH FEBRUARY 2009

POLICY HARMONISATION UPDATE

Executive Summary

As part of Wiltshire County Council's transition to One Council, Housing Service, part of Economic Development, Planning and Housing Directorate (EDPH) is undergoing Transformation.

Housing Options and Homelessness is a key service channel within Housing and is going through a great deal of realignment. It is the goal of Housing Services to ultimately harmonise as many policies and approaches as possible and in some cases it is essential that policies are harmonised from 01st April 2009.

Three policies are presented herein which represent the first batch of a number of harmonised policies required for 01st April 2009. These are:

1. Rent Arrears for Council Managed Temporary Accommodation (Appendix A)
2. Rent Deposit Guarantee Scheme (Appendix B)
3. Removals and Storage (Appendix C)

Proposal

The Implementation Executive will be recommended to approve these three policies.

Reasons for Proposal

Harmonisation of essential policies that are essential for 01st April 2009.

Graham Hogg
Director of Housing

1. PURPOSE OF REPORT

Harmonisation of essential Housing Services (Housing Options and Homelessness) in preparation for 01st April 2009.

2. BACKGROUND

There will be three key activities within the Housing Options / Homelessness service of the new Council, namely:

1. Providing options to help people avoid homelessness
2. Dealing with the Council's statutory duties relating to homelessness
3. Providing temporary accommodation for homelessness people and homelessness applicants

Each of the four districts have an array of activities and policies to help deliver the above aims. The goal is to harmonise those policies that are regarded as essential or business critical in readiness for 01st April 2009. This will ensure:

- A united 'one council' message
- Fairness and Equality across Wiltshire County.

3. MAIN CONSIDERATIONS FOR THE IMPLEMENTATION EXECUTIVE

Three policies are included herein for the Implementation Executive's approval. These are described below in more detail:

3.1 RENT ARREARS FOR COUNCIL MANAGED TEMPORARY ACCOMMODATION

This policy is for dealing with temporary accommodation and not council housing stock. The council lets temporary accommodation across Wiltshire in the form of Private Sector leased properties and council owned temporary flats/hostel units.

The aim is to have uniform approach to:

- a) Prevent rent arrears from occurring
- b) Manage rent accounts
- c) Recover rent arrears as soon as possible

3.2 RENT DEPOSIT GUARANTEE SCHEME

This policy is a key service to help people avoid homelessness by accessing rented accommodation in the private sector. It can often be the case that those in urgent need of a home cannot afford the initial deposit and rent in advance.

This scheme assists those people into a private rented property through a repayable loan/bond. The policy sets out how the scheme will operate.

Communities and Local Government have provided revenue support to the districts to fund schemes for the prevention of homelessness. That grant funding continues to be available to 31/3/09 and will be available to fund the loans and bonds issues under this scheme.

3.3 REMOVALS & STORAGE

This policy is for when someone is going into temporary accommodation and they may need help to move their furniture and other personal belongings. It can sometimes be the case that a homeless household will at the point when they lose their home have no resources to remove their furniture and belongings or be able to put them into storage. The policy sets out the duty of the housing authority to assist, the procedure and details of charges and recovery.

4. ENVIRONMENTAL IMPACT OF THE PROPOSAL

Not considered applicable.

5. EQUALITY & DIVERSITY IMPACT OF THE PROPOSAL

The policies detailed herein aim to deliver quality services without prejudice and discrimination to meet the needs of all the community, regardless of age, cultural or ethnic background, disability, gender, marital status, religious or political persuasion or sexual orientation and will adhere to the Equality and Diversity policy developed by Wiltshire Council.

6. RISK ASSESSMENT

Risks are considered low in relation to each policy detailed herein.

7. FINANCIAL IMPLICATIONS

The financial implications of each policy will have a positive effect on the overall operating costs associated with Housing Services but specific budget approval is not sought herein. Specific detail relating to each policy is shown where applicable within each appendix.

8. LEGAL IMPLICATIONS

The legal implications of each policy have been considered and Wiltshire County Council legal representation has been sought prior to their submission. Specific detail relating to each policy is shown where applicable within each appendix.

9. OPTIONS CONSIDERED

Doing nothing is not considered as an option in the case of each policy as this would lead to increased homelessness across the Wiltshire Council and a rise in the total number of households in a crises situation. In addition, doing nothing would also have a significant detrimental impact on service levels.

10. CONCLUSION

It is recommended to Council that these three policies are approved as soon as possible in preparation for 01st April 2009.

11. BACKGROUND PAPERS

Not applicable.

12. APPENDICES

Appendix A – Rent Arrears for Council Managed Temporary Accommodation

Appendix B – Rent Deposit Guarantee Scheme

Appendix C – Removals & Storage

Appendix A

Rent Arrears for Council Managed Temporary Accommodation

1. Key Objectives

1.1 The Housing Options Team has six key objectives in managing rents:-

- a) To prevent rent arrears from occurring
- b) To manage rent arrears proactively and swiftly when they do occur
- c) To continue to pursue rent owed to the Council from previous tenants
- d) To reduce the level of current and former tenant arrears
- e) To maximise the rental income available through the housing benefit scheme
- f) To establish a culture of rent payment in Wiltshire through promotion of rent payment and demonstrating that strong and consistent action will be taken when rent arrears do occur

2. Purpose

2.1 The procedures below apply to both licences and tenancies granted by the Council in discharge of any duty to provide temporary accommodation in relation to a homeless application. It covers accommodation provided at Council owned designated temporary accommodation, private sector leased accommodation let by the Council, shared accommodation and amounts charged for bed and breakfast accommodation.

2.2 The procedure aims to minimise the build up of arrears and set out an easily understood plan for recovery. The procedure also takes account of the fact that for many people their application for housing via the homelessness route is accompanied by difficulties that may give rise to non-payment of rent.

2.3 Consequently we will make our residents and tenants very aware of their obligations from the start. We will provide them with an opportunity to catch up on any underpayment and we will make enquiries, take account of, and give advice on circumstances that may have lead to the underpayment of rent.

3. Procedure

3.1 Each person being provided with temporary accommodation will at the outset be provided with a license, tenancy or declaration (in the case of B&B) that will set out their obligation to pay a fee or rent. The appropriate officer will explain that:-

- a) this condition must be adhered to strictly;
- b) they should contact us immediately for assistance as soon as it is apparent they may have problems to pay;
- c) any Housing Benefit form needs to be filled in or completed at sign up.
- d) any change in circumstances that give rise to a change in Housing Benefit needs to be notified immediately. Arrears arising from a failure to notify will still be subject to a firm recovery process.

- e) That rent must be paid weekly, unless a prior agreement is made for any applicant who is paid monthly.

Stage 1 - 2 weeks in arrears

3.1 Rent payments will be checked on a weekly basis. In cases where rent is outstanding on at least the tenth working day from the rent falling due and no previous action has been taken in respect of any amount overdue and the resident has no previous history of arrears on the current account for which action has been taken, the following action should be taken:

3.2 If there is no known satisfactory reason for this then a reminder letter must be sent.

The texts of all letters referred to in this procedure are set out in the appendix to this procedure.

Type of residence	Letter to send
Licence	LT1
Tenancy	LT1
B and B	G1

3.3 In the week following the issue of the letter the responsible officer will contact the resident preferably by visit or by phone. If the officer visits and the resident is out a card should be left telling the resident to contact the officer immediately. The officer should record on The Homelessness and Choice based Lettings IT system all unsuccessful attempts to contact the resident and the outcome of any contact made.

3.4 Where contact is made the officer should seek to establish the following:

- a) that the tenant clears the balance due immediately and that the tenant is aware that recurring late payment will not be permitted, or
- b) if payment is not made in full the officer should seek to establish any good reason for non payment and provide any advice or assistance that can be given in terms of benefits and debt management, and
- c) the officer should establish how quickly the resident can reasonably clear the overdue amount and set out an agreement in writing, which the resident must sign. This can then be recorded in Abritas. It is expected that officers will look for the resident to make some payment off the balance immediately.

Stage 2 - 3 weeks in arrears

3.5 This stage applies where an LT1 or G1 has been issued at least 5 working days earlier and either the amount has not been cleared or a satisfactory arrangement has not been made or one has been made but not kept to, or the resident has been in arrears and been issued with an LT1 or G1, The following letter should be issued.

Type of residence	Letter to send
Licence	LT2
Tenancy	LT2
B and B	G2

3.6 In the week following the issue of an LT2 or G2 the responsible officer will contact the resident preferably by visit or by phone. If the officer visits and the resident is out a card should be left telling the resident to contact the officer immediately. The officer should record on Abritas all unsuccessful attempts to contact the resident and the outcome of any contact made.

3.7 Where contact is made the officer should seek to establish the following:

- a) That the tenant clears the balance due immediately and that the tenant is aware that recurring late payment will not be permitted, or
- b) If payment is not made in full the officer should seek to establish any good reason for non payment and provide any advice or assistance that can be given in terms of benefits and debt management.
- c) The officer should establish how quickly the resident can reasonably clear the overdue amount and set out an agreement in writing, which the resident must sign. This can then be recorded in Abritas. It is expected that officers will look for the resident to make some payment off the balance immediately.

3.8 In all cases the officer should make it clear that failure to stick with the agreement or any future non-payment of rent will result in the tenancy being terminated without further warning.

Stage 3 - Notice - 4 weeks in arrears

3.9 This stage applies where an LT2 or G2 has been issued at least 5 working days earlier and either the amount has not been cleared or a satisfactory arrangement has not been made or an arrangement not kept to. The following notice should be issued

Type of residence	Notice to serve
Licence	L3 a & b
Tenancy	T3 a & b
B and B	G3 and GL3

3.10 In the week following the issue of the notice the responsible officer will contact the resident preferably by visit or by phone. If the officer visits and the resident is out a card should be left telling the resident to contact the officer immediately. The officer should record on Abritas all unsuccessful attempts to contact the resident and the outcome of any contact made.

3.11 Where contact is made the officer should seek to establish the following:

- a) That the tenant clears the balance due immediately and that the tenant is aware that failure to do so will result in an application to the court to enforce the notice.
- b) If payment is not made in full the officer should contact any relevant agencies such as social services where there are children involved in order that the agency or support service can intervene to help avoid the eviction or can make any arrangements to support the person after eviction.

Stage 4 - Prior to court action - 5 weeks

3.12 This stage applies where an L3 a & b or T3 a & b has been issued at least 5 working days earlier and no attempt has been made to clear the outstanding arrears The following letter should be issued

Type of residence	Letter to send
Licence	L4
Tenancy	T4

3.13 If 7 days after serving the letter L4 or T4 and at least 28 days after T3 b the arrears are still outstanding the officer should apply to the court to enforce possession.

Once again at this stage the officer should endeavour to ensure that appropriate support agencies are advised of the situation.

Stage 5 - Instructions to Legal - 6 - 7 weeks

3.14 Using the required format, instructions should be given to Legal to register and issue the required court documents. The claim, where possible, should be filed with the courts by Legal within 2 weeks of receipt of instructions from the officer. In all cases the priority for court action should be identified as urgent 'HIGH' priority.

Stage 6 - Possession granted / Warrant for Eviction

3.15 Following the court hearing the tenant should be sent either L5 or T5 to confirm that we have requested a warrant for their eviction and that they will shortly be contacted by the County Court Bailiff.

Type of residence	Letter to send
Licence	L5
Tenancy	T5

4.0 Equalities Statement

4.1 The policy aims to deliver quality services without prejudice and discrimination to meet the needs of all the community, regardless of age, cultural or ethnic background, disability, gender, marital status, religious or

political persuasion or sexual orientation.

4.2 The policy will adhere to the Equality and Diversity policy developed by Wiltshire Council.

5.0 REVIEW

5.1 An annual review is proposed, next due April 2010.

Letter LT1 text

HEADED PAPER HEADED PAPER HEADED PAPER HEADER PAPER

Insert date

Name

Add 1

Add 2

Add 3

Postcode

Dear *(insert clients name)*

Rent Reference: *number*

NON PAYMENT OF RENT

Our records show that as at the date of this letter you have rent arrears of £*amount*.

I must ask that you bring your rent account up to date immediately. If you are unable to do this, or have any queries concerning your rent account or your eligibility for benefits, I would ask that you contact me without delay.

Failure to pay your rent is a serious matter and can lead to eviction from your temporary accommodation. The Council would like to help you avoid this, so I would urge you not to ignore this letter. Payment can be made by the following methods, making sure that you quote the rent reference number above:

- At your local Council offices;
- Over the counter at Post Offices, banks and building societies using the giro slips provided to you;
- If you are unable to use the above methods then please contact me.

If you need advice on benefits or specialist debt advice, please contact your local CAB office who are as follows:-

Salisbury and District Citizens Advice Bureau on 01722 327222

West Wiltshire Citizens Advice Bureau on 0844 499 4106

North Wiltshire Citizens Advice Bureau on 0845 1203707

Kennet Citizens Advice Bureau on 01380 728771

Please ignore this letter if you have paid the outstanding amount within the last 7 days.

Yours sincerely

(Your name)

Appropriate Officer

name@wiltshire.gov.uk

Letter G1 text

HEADED PAPER HEADED PAPER HEADED PAPER HEADER PAPER

Insert date

Name

Add 1

Add 2

Add 3

Postcode

Dear *(insert clients name)*

Rent Reference: *number*

NON PAYMENT OF BED AND BREAKFAST CHARGES

Our records show that as at the date of this letter you have arrears of £*amount* in your payment towards the cost of bed and breakfast.

I must ask that you bring your account up to date immediately. If you are unable to do this or have any queries concerning your payment towards your accommodation or your eligibility for benefits I would ask that you contact me without delay.

Failure to pay is a serious matter and can lead to the loss of your temporary accommodation. The Council would like to help you avoid this, so I would urge you not to ignore this letter. Payment can be made by the following methods, making sure that you quote the rent reference number above:

- At your local Council offices;
- Over the counter at Post Offices, banks and building societies using the giro slips provided to you;
- If you are unable to use the above methods then please contact me.

If you need advice on benefits or specialist debt advice, please contact your local CAB office who are as follows:-

Salisbury and District Citizens Advice Bureau on 01722 327222

West Wiltshire Citizens Advice Bureau on 0844 499 4106

North Wiltshire Citizens Advice Bureau on 0845 1203707

Kennet Citizens Advice Bureau on 01380 728771

Please ignore this letter if you have paid the outstanding amount within the last 7 days.

Yours sincerely

(Your name)

Appropriate Officer

name@wiltshire.gov.uk

Letter LT2 text

HEADED PAPER HEADED PAPER HEADED PAPER HEADER PAPER

Insert date

Name

Add 1

Postcode

Dear *(insert clients name)*

Rent Reference: *number*

NON PAYMENT OF RENT – IMPORTANT NOTICE

Despite previous contact with you regarding your rent arrears, I note that you have failed to rectify the situation and the amount of rent arrears currently outstanding is £*amount*.

You must bring your rent account up to date immediately. If you are unable to do this or have any queries concerning your rent account or your eligibility for benefits I would ask that you contact me without delay.

I must tell you that if this amount is not brought up to date immediately a Notice to Quit your accommodation will be issued without any further reminder. If you are evicted from your temporary accommodation and apply as homeless again, you are at risk of being found intentionally homeless, which means that the Council will have no further duty to house you.

Payment can be made by the following methods, making sure that you quote the rent reference number above:

- At your local Council offices;
- Over the counter at Post Offices, banks and building societies using the giro slips provided to you;
- If you are unable to use the above methods then please contact me.

If you need advice on benefits or specialist debt advice, please contact your local CAB office who are as follows:-

Salisbury and District Citizens Advice Bureau on 01722 327222

West Wiltshire Citizens Advice Bureau on 0844 499 4106

North Wiltshire Citizens Advice Bureau on 0845 1203707

Kennet Citizens Advice Bureau on 01380 728771

Please ignore this letter if you have paid the outstanding amount within the last 7 days.

Yours sincerely

(Your name)

Appropriate Officer

name@wiltshire.gov.uk

Letter G2 text

HEADED PAPER HEADED PAPER HEADED PAPER HEADER PAPER

Insert date

Name

Add 1

Add 2

Add 3

Postcode

Dear *(insert clients name)*

Rent Reference: *number*

NON PAYMENT OF BED & BREAKFAST CHARGES IMPORTANT NOTICE

Despite previous contact with you regarding your rent arrears, I note that you have failed to rectify the situation and the amount of rent arrears currently outstanding is £*amount*.

You must bring your rent account up to date immediately. If you are unable to do this or have any queries concerning your rent account or your eligibility for benefits I would ask that you contact me without delay.

I must tell you that if this amount is not brought up to date immediately the Council will stop paying for your bed and breakfast accommodation. This will be done without any further reminder. If you lose your temporary accommodation and apply as homeless again, you are at risk of being found intentionally homeless.

Payment can be made by the following methods, making sure that you quote the rent reference number above:

- At your local Council offices;
- Over the counter at Post Offices, banks and building societies using the giro slips provided to you;
- If you are unable to use the above methods then please contact me.

If you need advice on benefits or specialist debt advice, please contact your local CAB office who are as follows:-

Salisbury and District Citizens Advice Bureau on 01722 327222

West Wiltshire Citizens Advice Bureau on 0844 499 4106

North Wiltshire Citizens Advice Bureau on 0845 1203707

Kennet Citizens Advice Bureau on 01380 728771

Please ignore this letter if you have paid the outstanding amount within the last 7 days.

Yours sincerely

(Your name)

Appropriate Officer

name@wiltshire.gov.uk

Letter L3a and T3a

HEADED PAPER HEADED PAPER HEADED PAPER HEADER PAPER

Insert date

Name

Add 1

Add 2

Add 3

Postcode

Dear *(insert clients name)*

Rent Reference: *number*

NOTICE TO QUIT - Rent Arrears

In view of your continued failure to make satisfactory arrangements to clear your rent arrears, I have no alternative but to serve you with the enclosed Notice to Quit.

The Notice states the date from which the Council is able to start Court proceedings. I would urge you to make immediate contact with me to make arrangements to clear your arrears before this date. Should you fail to do so your case will be booked into the County Court where the Council will request an Order for possession of your home, which may result in court costs being awarded against you.

If you need advice on benefits or specialist debt advice, please contact your local CAB office who are as follows:-

Salisbury and District Citizens Advice Bureau on 01722 327222

West Wiltshire Citizens Advice Bureau on 0844 499 4106

North Wiltshire Citizens Advice Bureau on 0845 1203707

Kennet Citizens Advice Bureau on 01380 728771

If you would like to see me to discuss this further please telephone to make an appointment.

Yours sincerely

(Your name)

Appropriate Officer

name@wiltshire.gov.uk

Notice L3b - Licence

NOTICE TO QUIT

Premises let as a dwelling

To (name of licence)

of (address)

Rent Reference Number (rent reference)

Wiltshire Council of Housing Services, Bythesea Road, Trowbridge, Wiltshire

HEREBY GIVE YOU NOTICE TO QUIT and deliver up possession of the premises known as (Add 1, Add 2, Add 3 Postcode)

to Wiltshire Council on (date of expiry) after the expiration of (seven days) from the date of service of this notice on you.

Dated (date of service)

Signed

Appropriate Officer

[officer authorised by Wiltshire Council]

NOTES for tenant or licensee (Prescribed Information Regulations)

1. If the tenant (or licensee) does not leave the dwelling, the landlord (or licensor) must get an order for possession from the Court before the tenant (or licensee) can lawfully be evicted. The landlord (or licensor) cannot apply for such an order before the notice has run out.
2. A tenant (or licensee) who does not know if he has any right to remain in possession after a notice to quit (or determine) runs out can obtain advice from a solicitor. Help with all or part of the cost of legal advice may be available under the Legal Aid Scheme. He should also be able to obtain information from a Citizen's Advice Bureau, a Housing Aid Centre or a Rent Officer.

Notice L3b - Tenant

NOTICE TO QUIT

Premises let as a dwelling

To *(name of tenant)*

of *(address)*

Rent Reference Number *(rent reference)*

Wiltshire Council of Housing Services, Bythesea Road, Trowbridge, Wiltshire

HEREBY GIVE YOU NOTICE TO QUIT and deliver up possession of the premises known as *(Add 1, Add 2, Add 3 Postcode)*

to Wiltshire Council on *(date of expiry)* after the expiration of *(twenty eight days)* from the date of service of this notice on you.

Dated *date of service*

Signed

Appropriate Officer

[officer authorised by Wiltshire Council]

NOTES for tenant (Prescribed Information Regulations)

3. If the tenant does not leave the dwelling, the landlord must get an order for possession from the Court before the tenant can lawfully be evicted. The landlord cannot apply for such an order before the notice has run out.
4. A tenant who does not know if he has any right to remain in possession after a notice to quit (or determine) runs out can obtain advice from a solicitor. Help with all or part of the cost of legal advice may be available under the Legal Aid Scheme. He should also be able to obtain information from a Citizen's Advice Bureau, a Housing Aid Centre or a Rent Officer.

Letter G3 (stopping B and B)

HEADED PAPER HEADED PAPER HEADED PAPER HEADER PAPER

Insert date

Name

Add 1

Add 2

Add 3

Postcode

Dear *(insert clients name)*

Rent Reference: *number*

NON PAYMENT OF BED AND BREAKFAST CHARGES – IMPORTANT NOTICE

Despite previous contact with you regarding your rent arrears, I note that you have failed to rectify the situation and the amount of rent arrears currently outstanding is £*amount*.

I must now inform you that the Council will no longer pay for your current accommodation. I am also writing to the provider of your bed and breakfast accommodation to advise that we will only make payments for your bed and breakfast costs up to and including the morning of *date 3 days ahead*.

If you need advice on benefits or specialist debt advice, please contact your local CAB office who are as follows:-

Salisbury and District Citizens Advice Bureau on 01722 327222
West Wiltshire Citizens Advice Bureau on 0844 499 4106
North Wiltshire Citizens Advice Bureau on 0845 1203707
Kennet Citizens Advice Bureau on 01380 728771

After this date you will need to make your own arrangements to obtain accommodation.

Yours sincerely

(Your name)

Housing Officer

name@wiltshire.gov.uk

Letter GL3 (Letter to hotelier advising that we are stopping B&B)

HEADED PAPER HEADED PAPER HEADED PAPER HEADER PAPER

Insert date

Name

Add 1

Add 2

Add 3

Postcode

Dear *name*

Rent Reference: *number*

NAME OF RESIDENT – IMPORTANT NOTICE

I am writing to advise you that with effect from the morning of *date 3 days ahead* the Council will be ceasing to pay for bed and breakfast. I have also written to advise *name of resident* of this, and they have been advised to make arrangements for their own accommodation from that date.

I thank you for having assisted the Council in providing temporary accommodation for *name of resident*.

Yours sincerely

(Your name)

Appropriate Officer

name@wiltshire.gov.uk

Letter T4 and L4

HEADED PAPER HEADED PAPER HEADED PAPER HEADER PAPER

Insert date

Name

Add 1

Add 2

Add 3

Postcode

Dear *name*

Rent Reference: *number*

NAME OF RESIDENT – PRE COURT NOTICE

Further to the Notice to Quit served upon you and in view of your failure to clear the outstanding arrears, the Council has little alternative but to apply to the County Court for possession.

Unless you clear your arrears within seven working days from the date of this letter or contact the office to make an arrangement to clear the debt, the Council will refer your case to its solicitors for County Court action. The Council will seek Order of Possession of your property and you will incur costs in the region of £200.00.

It is therefore in your interest to comply with the request in this letter.

If you need advice on benefits or specialist debt advice, please contact your local CAB office who are as follows:-

Salisbury and District Citizens Advice Bureau on 01722 327222

West Wiltshire Citizens Advice Bureau on 0844 499 4106

North Wiltshire Citizens Advice Bureau on 0845 1203707

Kennet Citizens Advice Bureau on 01380 728771

If you would like to see me to discuss this further, please telephone to make an appointment.

Yours sincerely

(Your name)

Appropriate Officer

name@wiltshire.gov.uk

Instructions to Legal

(Please note that any missing information may cause a delay in issuing)

Appropriate Officer: _____ **Telephone:** _____

Property Address:

Tenant(s):

(1) Surname: _____ Forename(s): _____
(2) Surname: _____ Forename(s): _____

Children:

(1) Name: _____ Date of Birth: _____
(2) Name: _____ Date of Birth: _____
(3) Name: _____ Date of Birth: _____
(4) Name: _____ Date of Birth: _____

Employment Status:

(1) _____

Other residents:

Rent: £ _____

Housing Benefit: £ _____

Claim Pending: _____

Net Rent: £ _____

Date Tenancy Commenced: _____

Tenancy Type: **Non-Secure (Leased)**
(delete as applicable)

If Non-Secure, date tenancy agreement with landlord signed: _____

Payment Details: From _____ To _____
(Rent account attached)

Brought forward: £ _____

Amount due: £ _____

Amount paid: £ _____

BALANCE DUE £ _____
(as at today's date)

Date of Notice: _____

Date of Service: _____

Date Notice expires: _____

Person serving notice: _____
(If different from housing officer)

Previous Proceedings: _____

Other Benefits received: _____

NOTE: Due to staffing levels and increased workloads, issue of court documents may be unavoidably delayed. To assist with prioritisation and administration please indicate below precedence of this matter. Legal Services aims to have the claim issued in any event within 2 weeks of receipt of instructions from the Housing Officer.

PRIORITY: _____

Dated:

Signed:

Letter T5 and L5

HEADED PAPER HEADED PAPER HEADED PAPER HEADER PAPER

Insert date

Name

Add 1

Add 2

Add 3

Postcode

Dear *name*

Rent Reference: *number*

NAME OF RESIDENT – IMPORTANT NOTICE

I write to inform you that, in view of your continued failure to comply with the terms of the Possession Order granted to the Council on *today's date*, I have requested a warrant for your eviction.

You will shortly receive a visit or letter from the County Court Bailiff which will inform you of the date and time of your eviction and I will confirm this in writing.

You should make arrangements to clear your possessions from your home as the Council will dispose of anything you may leave in the property following your eviction, as provided for under Section 41 of the Local Government (Miscellaneous Provisions) Act 1982.

If you would like to see me to discuss this further please telephone to make an appointment.

Yours sincerely

(Your name)

Appropriate Officer

name@wiltshire.gov.uk

Appendix B

Rent Deposit Guarantee Scheme

1. Background / Key Objectives

1.1 The scheme (detailed herein as the WiltsLet scheme) will replace all four existing district schemes with one single scheme for Wiltshire Council. The scheme will be operated by Wiltshire Council to assist with the prevention of homelessness.

1.2 The scheme provides financial assistance to secure privately rented accommodation for homeless households or those threatened with homelessness.

1.3 The scheme covers a guaranteed deposit bond to landlords which means that at the end of a tenancy a claim can be made to the Wiltshire Council and the Council will reimburse the landlord up to the value of the guarantee.

1.4 The scheme also covers provision of rent up front which can be given with or without the guaranteed deposit bond.

1.5 Financial assistance is available mainly for households who are eligible, homeless and in priority need under homeless legislation. However limited funding may be available for non-priority homeless customers and also those who are intentionally homeless and in priority need.

1.6 Applicants must be eligible and on the Homes 4 Wiltshire housing register.

1.7 Savings and income thresholds will be set to determine eligibility for the WiltsLet scheme and reviewed regularly.

1.8 A formal recording process will be in place to capture accurate data of those participating in the scheme and record outcomes.

2 Procedure

2.1 Prior to the Tenancy Commencing

2.1.1 The inventory and conditions survey will be drawn up prior to the commencement of the tenancy. External and internal photographs of the property should be taken.

2.1.2 The signed inventory must be returned within two weeks of the commencement of the tenancy. Failure to return the signed inventory will invalidate the rent deposit guarantee.

2.1.3 A standard tenancy agreement may be provided if required.

2.1.4 A tenancy sign up service may also be provided if required.

2.2 At the end of the Tenancy

2.2.1 A transfer of the rent deposit guarantee funds and also any incentive schemes in operation will be considered on an individual basis at the end of a tenancy.

2.2.2 It is the landlord's duty to serve any notices relating to the tenancy in accordance with the terms contained within the tenancy agreement and statutory requirements.

2.2.3 An end of tenancy visit will take place by the responsible officer.

2.2.4 The Council will act as the final arbiter in deciding if any claim falls within the scheme and whether any money can be paid.

2.2.5 If a tenant abandons a property without advising the Wiltshire Council and there are claims made against the rent deposit guarantee, the Council may pay the landlord without consulting the tenant. The tenant will still be liable to repay the debt to the Council within a two year period.

2.3 What the Rent Deposit Guarantee Covers

2.3.1 The rent deposit guarantee covers the following items:-

- a) Damage to the property
- b) Damage to fixtures and fittings
- c) Professional cleaning of stains and excessive dirt
- d) Professional cleaning of cookers and bathrooms up to the value of £150
- e) Rent arrears where there is evidence that the landlord has taken reasonable steps to try to recover the arrear
- f) In exceptional circumstances the removal of rubbish

2.4 What the Rent Deposit Guarantee Does Not Cover

2.4.1 The rent deposit guarantee does not cover the following items:-

- a) Unpaid bills
- b) Fair wear and tear to any furniture, fixtures and fittings
- c) Damage to communal areas
- d) Personal debts owed to the landlord by the tenant
- e) General cleaning
- f) Landlords should seek their own references to assure themselves of reliability and integrity of prospective tenants.

3 Environmental Impact of the Proposal

3.1 None applicable.

4. Equality and Diversity Impact of the Proposal

4.1 The WiltsLet Scheme aims to deliver quality services without prejudice and discrimination to meet the needs of all the community, regardless of age, cultural or ethnic background, disability, gender, marital status, religious or political persuasion or sexual orientation.

4.2 The WiltsLet Scheme will adhere to the Equality and Diversity policy developed by the Wiltshire Council.

5 Risk Assessment

5.1 The total value of live bonds held by the four districts is currently £345,616

£144,231 West Wiltshire

£21,816 North Wiltshire

£74,569 Kennet

£105,000 Salisbury (conservative estimate based on bonds issued in the last 2 years – no exact figure available for total live bonds held)

5.2 The risk of all claims being activated in any one year is extremely low. Since 1st April 2008 the total value of claims against the rent deposit guarantee schemes of all four districts is £16,719. These claims are recharged by the council to the tenant.

£6807.00 West Wiltshire

£ 715.00 North Wiltshire

£5965.00 Kennet

£3232.00 Salisbury

5.3 The risk of claims on the bond will be lowered considerably by the following measures which will be in place throughout the duration of the tenancy.

5.4 During the Tenancy Period

5.4.1 Local Housing Allowance claims within the county will be fast tracked for all customers within the rent deposit guarantee scheme.

5.4.2 The responsible officer will provide a liaison service between the landlord, tenant and Benefit Department of the Council.

5.4.3 The responsible officer will check if the tenant falls within the vulnerable person's policy of the Council and is therefore entitled to have benefit paid direct to the landlord.

5.4.4 Four months into the tenancy the responsible officer will visit the property to carry out checks.

5.4.5 Regular contact with the tenant will be made throughout the tenancy.

5.4.6 A liaison service by the responsible officer will be provided between landlord and tenant when required for the duration of the tenancy. Conflict management will also be part of this service if required.

5.4.7 Referrals to support agencies will be made if applicable.

5.4.8 Tenants taking part in the rent deposit guarantee scheme will be invited to attend tenancy training courses to help them to continue to manage a tenancy successfully.

6 Financial Implications

6.1 The funding comes from Communities and Local Government and will be paid to the Wiltshire Council and ring fenced specifically for prevention of homelessness within the area.

6.2 The rent up front is given as an affordable loan and repaid over a target period of 12 months.

6.3 Any claim through the Rent Deposit Guarantee Scheme is repaid by the former tenant to the Council over a target period of two years.

7 Legal Implications

7.1 There will be a formal undertaking from all parties to the scheme prior to commencement of the tenancy.

7.2 Any property identified for the scheme must pass the legal basic fitness standard, meet health & safety, gas and electrical regulations and be free from any serious hazards.

7.3 Any furniture and furnishings supplied must meet the fire resistance requirements in the Furniture & Furnishings (Fire) (Safety) regulations 1988. All new and second hand furniture provided in accommodation that is let for the first time, or replacement furniture in existing let accommodation must meet the fire resistance requirements unless it was made before 1950.

7.4 If the property accommodates five or more separate households it should be licensed with the Local Authority under Houses of Multiple Occupation legislation in accordance with the Housing Act of 2004.

7.5 The rent deposit guarantee will become void if the landlord or an agent acting on its behalf undertakes any act considered an offence under the Protection from Eviction Act 1977 and/or the landlord or agent has contravened any housing, landlord or tenant legislation.

7.6 It is the landlord's duty to serve any notices relating to the tenancy in accordance with the terms contained within the tenancy agreement and statutory requirements.

8 Options Considered

8.1 The option of not operating the WiltsLet scheme would lead to increased homelessness across the Wiltshire Council and the rise in the total numbers of households in crises situations having to access temporary accommodation. This would have a severe impact on performance targets and is therefore not considered a viable option.

9 Conclusion

9.1 Approval is sought for the introduction of WiltsLet, the Rent Deposit Guarantee Scheme for the Wiltshire Council. It will form the main tool for preventing homelessness within the Wiltshire Council. It will assist local households in avoiding crises homeless situations and the Council with meeting its performance targets and statutory duties under homeless legislation and guidance.

10 Review

10.1 An annual review is proposed, next due April 2010.

Appendix C

Removals & Storage

1 Background

1.1 Where a housing authority has become subject to a duty to a homeless applicant (Part 7 of the Housing Act 1996) and it has reason to believe:

- i) There is a danger of loss of, or damage to, the applicant's personal property because the applicant is unable to protect it or deal with it, and
- ii) no other suitable arrangements have been made,

then it must take reasonable steps to prevent the loss of, or damage to, any personal property of the applicant.

The specified provisions are:

- s.188 (interim duty to accommodate);
- s.190, s.193 or s.195 (duties to persons found to be homeless or threatened with homelessness); or
- s.200 (duties to applicant whose case is considered for referral or referred).

1.2 In all other circumstances, housing authorities do not have a duty but do have a power to take any steps they consider reasonable to protect in the same ways an applicant's personal property (s.211(3)).

1.3 In practice reasonable steps to prevent loss or damage means storing the personal property, or moving it to a safe location of the applicant's choice

1.4 Despite the provision of government guidance the interpretation of the guidance varies between Local Authorities. The intention of this policy is to set down clearly the circumstances in which Wiltshire Council will protect the personal property of homeless applicants, and how they will be re-charged for this service.

2 Key Objectives

2.1 To set out how the Council will discharge its duties under the legislation

2.2 To ensure all homeless applicants are treated fairly and consistently

2.3 To protect personal property in the most economic way, having regard to the requirement for the Council to exercise reasonable care to keep it safe

3 Procedure

3.1 Removals

3.1 Where the Council has a duty it will normally allow removals as follows:-

3.1.1 Hire of a van – the hiring of a van will be considered in the first instance. Applicants will be expected to move their own personal property themselves or with the help of family/friends.

3.1.2 Hire of a “man and van” - this option will only be considered where the applicant is unable to move their own personal property and they have no family/friends to assist.

3.1.3 Removal firm – this will only be considered in exceptional circumstances and only when use of a ‘man and a van’ is totally inappropriate.

3.2 Storage

3.2.1 Where the Council has a duty it will normally allow storage as follows:-

3.2.1 Secure storage – the use of secure, containerised and traditional depository storage units will be used.

3.2.2 Self storage – the Council will consider other storage options if the applicant so wishes provided that it is satisfied that the storage is secure and fully protects the property.

3.3 Charging Policy

3.3.1 An applicant will be required to pay all costs incurred by the Council for providing removal and storage services for their possessions.

3.3.2 Applicants will be required to make all the necessary arrangements for their removals and storage themselves but this should be agreed with an appropriate officer of the Council in the first instance

3.3.3 Applicants will be required to provide 3 quotes and the appropriate officer of the Council will then approve the cheapest quote.

3.3.4 Where an applicant is unable to arrange for his/her property to be moved/stored due to illness, but can afford to pay charges in full, then the Council will arrange the work and re-charge the full costs accordingly

3.3.5 The cost of removing individual items from storage, throughout the storage period, will be paid by the applicant in full, unless the client is being asked to move to a different form of temporary accommodation and requires extra belongings.

3.3.6 If an applicant decides to use this service they will be required to repay the debt in affordable instalments of no less than £2.50 per week with immediate effect, which would be paid direct to the removal and storage company.

3.3.7 Invoices of the full or remaining amount will then be paid by the Council and the applicant recharged in accordance with the charging policy.

3.3.8 If an applicant arranges their own storage and/or removals without the Council's prior consent, the Council will not pay the costs incurred. In these circumstances the applicant will have to make arrangements to pay the full cost themselves

3.4 Recovery of Charges

3.4.1 Applicants will be informed of the charges at the outset and will be required to sign an agreement accepting responsibility to pay the same.

3.4.2 Payments will be closely monitored and debt recovery procedures followed for any unpaid amounts.

3.5 Ending of Duty to Protect Property

3.5.1 The Council's duty to protect the personal property ends when the Council believes that there is no longer any serious risk of loss or damage to the property, i.e. when the applicant has accommodation where the property can be kept.

3.5.2 Accordingly the Council will write to the client requesting that the property be moved to their new accommodation as soon as it becomes available

3.5.3 Should an applicant refuse to arrange for their personal property to be removed from storage the Council will give 14 calendar days written notice to the removal and storage company confirming that they will no longer pay for this storage.

3.5.4 The applicant will be advised that if the property is not removed from the store within the 14 days, the Council will discontinue paying all further payments and arrangements will be between the applicant and the removal and storage company.

3.5.5 If on completion of enquiries into a homeless application it is found that no duty is owed or that the applicant is intentionally homeless a written notice will be sent to the applicant giving them 14 calendar days to contact the Removal and Storage company and arrange for the removal of items from storage. If the property is not removed, at the end of this period a second notice will be sent advising the applicant that if the property is not removed within a further 14 calendar days the Council will discontinue any further payments to the removal company.

3.5.6 It will be made clear to the applicant at the outset that if they do not keep in touch with the Council or fail to notify the Council of a change to their contact details the Council reserves the right to discontinue any further payments to the storage company.

3.5.7 In those cases where an applicant subsequently loses contact or changes their contact details without informing the Council, attempts will be made to trace the applicant (e.g. by contacting partner agencies if appropriate).

3.5.8 Where this proves unsuccessful the Council will write to the last known address to advise that unless they make contact within 14 days we will discontinue payments to the removal and storage company.

4 Equalities Statement

4.1 The policy aims to deliver quality services without prejudice and discrimination to meet the needs of all the community, regardless of age, cultural or ethnic background, disability, gender, marital status, religious or political persuasion or sexual orientation.

4.2 The policy will adhere to the Equality and Diversity policy developed by Wiltshire Council.

5 Review

5.1 The policy will be reviewed annually, therefore next due April 2010