



# Income Management Policy

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This policy was adopted by Cabinet on xxxx

Review Frequency: MDH will review this Policy every 5 years and as required to address legislative, regulatory, best practice or operational issues. However the Head of Housing and Health is given delegated authority to make minor amendments to the Policy as required by legislative changes, formal guidance or local operational considerations (subject to separate PDG recommendation to Cabinet).

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## 1 Introduction

- 1.1 This policy sets out the principles and the overall approach Mid Devon Housing (MDH) takes to collect rent, service charges and other payments, prevent arrears, manage arrears and ensure that effective and appropriate action is taken to maximise income and reduce debt. The policy applies to all Social housing properties owned and managed by MDH, including properties let on tenancies, licenses and leases.
- 1.2 Proactive steps are to be taken to prevent and minimise the build-up of unpaid sums on rent and sub accounts where possible, recognising that from time to time tenants may experience financial difficulties. In these circumstances, Officers aim to support and work with tenants at the earliest opportunity to help tackle financial exclusion and to provide assistance to individuals experiencing financial difficulty.
- 1.3 MDH encourage tenants to contact us at the earliest opportunity if they are experiencing financial difficulty so that Officers can assist them to sustain their tenancies and keep their homes.

## 2 Aims and Objectives

### Aims

- 2.1 To create a rent payment culture, ensuring that rent and charges are collected quickly and effectively, whilst supporting tenants in matters relating to financial inclusion and the ability to manage their money.
- 2.2 To sustain tenancies by offering a fair and balanced approach to the collection of rental income, and to ensure that early intervention measures are adopted in all instances.
- 2.3 Possession action should be used only where it is reasonable and proportionate to do so.

### Objectives

- 2.4 That there is a robust income management process to ensure that we have a stable and secure Housing Revenue Account to allow us to provide the services to our customers.
- 2.5 To prevent rent arrears accruing.
- 2.6 To clarify the process for dealing with current tenant arrears.

- 2.7 To summarise the assistance MDH can provide for tenants to assist them with paying the rent and clearing their debts.
- 2.8 To prevent homelessness and promote tenancy sustainment.

### 3 Regulatory Framework and Context

- 3.1 Under the Transparency, Influence and Accountability Standard, the Regulator of Social Housing (RSH) requires all registered providers to provide tenants with information about landlord services which includes rents and service charges payable by tenants.
- 3.2 The Regulator of Social Housing (RSH) regard councillors as responsible for ensuring that providers' businesses are managed effectively and that providers comply with all regulatory requirements.
- 3.3 Social Housing (Regulation) Act 2023 has impacted the regulatory framework for social housing and introduced a new proactive, consumer regulation regime focussed on meeting the needs of tenants. One aim of the legislation and regime was to ensure that providers of social housing, such as the Council treats its tenants with respect.
- 3.4 These new standards are there to ensure people feel safe and secure in their homes, can get problems fixed before they spiral out of control, and see exactly how well their landlord is performing giving tenants a stronger voice.
- 3.5 As part of the new consumer regulation regime the RSH introduced a series of 22 mandatory Tenant Satisfaction Measures (TSMs) creating a new system for assessing how well social housing landlords in England are doing at providing good quality homes and services. These measure include those applicable directly to building safety as well as those based on tenant perception surveys setting out tenants views on our performance.
- 3.6 The TSM's associated with this Policy are:
  - TP01 – Overall Satisfaction
  - TP08 - Agreement that the landlord treats tenants fairly and with respect
  - TP09 - Satisfaction with the landlord's approach to handling of complaints

### 4 Related Legislation and Relevant Policies

#### 4.1 Legislation

- Pre-action Protocol for Possession claims by Social Landlords
- The Housing Act 1985/ 1988/ 1996
- Homelessness Reduction Act 2017
- Protection from Eviction Act 1977
- Equality Act 2010
- General Data Protection Regulation tailored by Data Protection Act 2018

- Welfare Reform Act 2012
- Human Rights Act 1998

#### 4.2 Related Policies:

- Corporate Debt Collection Policy
- MDH Tenancy Agreement
- MDH Recharges Policy
- MDH Rent Arrears Management Procedures
- MDH Service Standards

## 5 Payment provisions

- 5.1 It is the responsibility of the tenant to pay their rent and charges on time even if they are in receipt of benefits.
- 5.2 Rent and charges are payable by the tenant 52 weeks of the year. Tenants who pay their rent weekly are required to pay on the Monday each week and tenants that pay fortnightly or monthly are required to pay in advance. Tenants need to ensure that the rent account does not accrue a debt through the weeks and months.
- 5.3 There are a number of methods by which tenants can make payments, for example direct debit, online payments (PayMyRent), automated telephone service, telephone calls to the office, Post Office or Payzone outlets. Deduction direct from salary is also an option for employees of MDDC. Tenants are also able to log into their MDH MyAccount for ease and convenience in understanding their rent account.
- 5.4 Officers will promote all payment options to tenants.

## 6 Prevention of arrears

- 6.1 MDH will take preventive measures to reduce arrears and prevent them escalating. We will take prompt and effective early action as needed, with an emphasis on early intervention, personal contact and supporting new tenancies to prevent arrears.
- 6.2 Tenants will be contacted as soon as their rent account falls into arrears. They are expected to work with MDH as soon as there is a missed payment. All staff are trained in basic debt advice and can offer advice and assistance to any tenants falling into arrears, making arrangements with them to pay off the debt rather than seeking possession action where it is appropriate to do so.

- 6.3 When an offer of accommodation is accepted, the prospective tenant will be provided with clear information on their responsibility to pay rent on time, payment methods available to them, how to claim benefits for housing costs and the amount of rent and other charges payable.
- 6.4 In order to build a payment culture, MDH will ask new tenants for one week, one fortnightly or monthly payment in advance which will be due on the day they sign up for their tenancy depending on their proposed payment frequency. This will encourage tenants to get into a habit of making sure their rent account is in advance to enable them to have a cushion on their account should their personal circumstances change.
- 6.5 Tenants will be given the opportunity to be signposted to agencies that provide financial and debt advice where it has been identified that they may need assistance.
- 6.6 Information will be provided about rent accounts through the issue of quarterly rent statements. Up-to-date statements can also be requested at any time.
- 6.7 All tenants will be advised of any changes to the rent or charges payable and reason for the changes; for example, we have a statutory duty to inform tenants 4 weeks in advance if we plan to increase their rent at the start of the new financial year.
- 6.8 Officers aim to reach an agreement (repayment plan) with the tenant to pay off any unpaid sums over a reasonable period of time. This must be both achievable for the tenant and acceptable to MDH.
- 6.9 MDH will work in partnership with other agencies to facilitate the provision of independent advice to tenants about money management, debt, housing and welfare benefits.
- 6.10 Where appropriate, and in cases of under occupation, Officers will assist tenants to make a Discretionary Housing Payment (DHP) claim to cover the shortfall in Housing Benefit or Universal Credit (UC). It is recognised that this is a short term solution and may not be approved in all cases so alternatives such as moving to smaller accommodation by registering with Devon Home Choice will be discussed with the tenant at the outset.
- 6.11 Where a tenant is considered vulnerable MDH will collaborate closely with them to avoid possession action where possible, and each case will be referred to the Neighbourhood Team Leader Income and/or other support services before any eviction order is sought.

## 7 Recovery of rent arrears

- 7.1 The recovery of arrears will be dealt with in accordance with MDH's Rent Arrears Management Procedures, with an emphasis on maintaining regular personal contact via telephone, letters and home visits throughout the recovery process. All contact made with a tenant will be recorded on our housing management system.
- 7.2 Current debt will not be written off and MDH will seek all options to recover the debt.
- 7.3 Tenants with significant rent arrears may be disqualified from registering for alternative housing through Devon Home Choice or be placed in the No housing need band (E). Please refer to the [Devon Homes Choice Policy](#) for full details.
- 7.4 Where a secure tenant requests a mutual exchange MDH will require payment of any rent arrears, or the remedying of any other breach of an obligation of the tenancy, as a condition of consent.
- 7.5 Where a secure tenant requests mutual exchange MDH may refuse consent on one of the statutory nine grounds. Two of the nine statutory grounds for refusal are:-
- Where the tenant or the proposed assignee is already under a court order to give up possession
  - Where proceedings for possession have commenced or a notice seeking possession has been served on specified grounds including rent arrears.
- 7.6 Where the two statutory grounds (set out in paragraph 7.5 above) apply MDH will refuse consent unless there are exceptional circumstances.
- 7.7 Personal contact allows Officers to gain a greater understanding of the circumstances of tenants who may be finding it hard to pay their rent or charges. Where necessary, text and email may be used as methods of contacting tenants.
- 7.8 Where a tenant is claiming the Housing Costs element of Universal Credit and they fall into arrears without communicating with us, we will request Direct Payments for rent and arrears as we do not need consent from the tenant to do this. Tenants will be advised that if they continue to remain in arrears then an application will be made to the Department of Works and pensions (DWP) to claim direct payments by way of alternative payment arrangements (APAs).
- 7.9 If a tenant is in receipt of Housing Benefit and falls into rent arrears, then MDH will ask for deductions to be made from other ongoing benefits in respect of the debt at the applicable rate.

- 7.10 Legal proceedings for possession will commence due to persistent arrears or the tenant does not make or adhere to an agreement to reduce the arrears. This action will be used where it is reasonable, proportionate and necessary to do so due to arrears recovery processes being exhausted.
- 7.11 Rent arrears cases are referred to the Neighbourhood Team Leader for Income, in order to review the case prior to applying to a court for possession or eviction and to ensure that the Officer managing the case has followed procedure and is acting reasonably and proportionately. Cases are discussed in detail and a decision is made whether or not the case should be referred to court.
- 7.12 MDH will ensure that all cases progressed to court comply with the Pre-action protocol for possession claims based on rent arrears and relevant statutory requirements.
- 7.13 Possession proceedings for rent arrears should not be started against a tenant who can demonstrate that –
- a) MDH or DWP have been provided with all the evidence required to process a housing benefit or universal credit (housing element) claim;
  - b) There is a reasonable expectation of eligibility for housing benefit or universal credit (housing element); and
  - c) They have paid other sums due that are not covered by housing benefit or universal credit (housing element)
- 7.14 MDH will offer to assist the tenant in any claim that the tenant may have for housing benefit, discretionary housing payments or universal credit (housing element).
- 7.15 MDH will make every effort to establish effective ongoing liaison with MDDC's housing benefit service / DWP and, with the tenant's consent, make direct contact with MDDC's Housing benefit service/ DWP before taking enforcement action.
- 7.16 MDH and tenants should work together to resolve any housing benefit or universal credit (housing element) problems.
- 7.17 If a support agency is involved they may attend the court hearing with the tenant's permission, to provide an update on their financial and other circumstances, as appropriate.
- 7.18 At all stages of the legal process the tenant will be informed of the reasons for the action and where they can seek support and advice. The information is provided on all arrears letters sent to the tenant.

- 7.19 During legal proceedings, Officers will request a Possession Order and any court costs will be recharged to the tenant. Where the court grants an Order for Possession, Officers will also seek to obtain a money judgement order, allowing future recovery of the debt after eviction.
- 7.20 It is the tenant's responsibility to notify MDH of any changes in their circumstances which may affect their ability to pay their rent.
- 7.21 Where a tenant holds an introductory tenancy and a Notice of Possession Proceedings has been served, they will have the right to have their case heard in front of an Appeals Panel where a senior Council Officer who has had no previous involvement in the case will adjudicate. If the tenant requests an oral hearing, she/he has the right:
- to submit a written defence if they cannot attend the appeal hearing;
  - to be heard and to be accompanied or to be represented by another person; and
  - to call any person to give evidence and ask them any questions relevant to the case.
- 7.22 MDH's policy is to pursue all former arrears except where to do so is not cost effective. In all cases, the prospects of potential recovery of any former tenant debt will be assessed initially, and cases will also be reviewed and monitored regularly together with cost of any legal action to ensure value for money. Prior to any unpaid sums being written off, Officers will carry out the relevant recovery actions before seeking approval to write off the debt.
- 7.23 Former tenant arrears will be pursued. Every effort will be made to trace and contact debtors and make an arrangement to recover the debt. Where the debt remains unpaid MDH may use debt recovery agencies or initiate proceedings through the County Court or small claims court to recover any unpaid sums. This may affect a tenant's credit rating.
- 7.24 When a tenant terminates their tenancy, Officers will make contact with the tenant prior to the tenancy ending to advise them of any amounts that need to be paid prior to termination. If it is not possible for the tenant to pay the balance in full, a repayment plan that is affordable and sustainable will be agreed.
- 7.25 Former tenants also will be signposted to where they can seek independent advice and support.
- 7.26 If there is an outstanding debt relating to a deceased tenant, the next of kin, administrator or executor will be notified that there will be a claim against the estate.

## 8 Recovery of other charges

- 8.1 MDH are responsible for recovering other charges, for example rechargeable repairs, court costs, sewage or alarm charges.

- 8.2 MDH will take into account tenant's disposable income and proportion any offer of arrangement across sub accounts excluding court costs which as per the court order need to be paid after the rent debt is clear under the same terms until paid in full.
- 8.3 If there is no outstanding arrears on the main rent account but there is an unpaid sum on a sub account then the tenant is expected to pay or make an arrangement to clear any amounts outstanding.
- 8.4 Where a customer owes a number of debts to MDH, Officers will ensure that that priority debts are always paid first. When a payment is made that payment will be credited to the accounts in priority order.
- 8.5 Payment of alarm charges are due weekly on time. When a tenant falls into arrears with their alarm charge and they have failed to engage with us or make an arrangement to clear any unpaid sums. They will be advised in writing that the alarm service will be removed from their property and they will be required to find alternative support.
- 8.6 No payment arrangements are available on garage, GGRP's or car parking spaces owned by MDH as per the individual tenancy agreements for these assets. Tenants will be served a notice to end the tenancy if they cannot maintain payment expectations as per their tenancy agreement.
- 8.7 There are some pieces of land on our estates which are let to third parties using Tenancies at Will agreement. If those leasing land from MDH fail to pay the appropriate charges, and fail to respond to requests to do so, then action will be taken to end the agreement. No payment arrangements are available for Tenancy at Will agreements.

## 9 Arrangements

- 9.1 When arrears are present, Officers will consider the circumstances of the tenant, their payment history, current financial situation and their ability to pay when agreeing a repayment plan. Income and Expenditure forms will be completed where possible. Alternatively, a tenant may work with a partner agency who will complete a common financial statement and this will be taken into account if passed MDH Officers. This is to ensure that the arrangement is affordable and manageable.
- 9.2 Tenants will be advised that court action may be taken to recover unpaid sums if regular payments are not made or an agreed arrangement is broken. In addition, if the debt is in excess of £1k MDH will seek to secure the debt through the court process to protect the Council's interests.

## 10 Claiming benefits and overpayments

- 10.1 It is the responsibility of the tenant to make a claim for benefit to cover their housing costs. It is important that tenants talk to Officers straight away if they experience benefit delays. Where a tenant is claiming the housing cost element of Universal Credit, MDH will provide the relevant paperwork to the tenant to support any claims they make.
- 10.2 For tenants claiming Housing Benefit it is ultimately their responsibility to resolve any issues with Housing Benefit teams but MDH and tenants should work together to resolve any housing benefit or universal credit (housing element) problems.
- 10.3 Joint tenants are 'jointly and severally' responsible for paying rent and any charges on time as well as any unpaid sums. This means that if one joint tenant does not pay, the other is fully liable. This will still be the case where Universal Credit is only paid to one member of the household, or where one joint tenant has left the property. Under no circumstances can MDH split the debt, as these are the conditions of a joint tenancy.
- 10.4 The rent arrears process will still be followed where there is a debt due to an outstanding benefit claim or delay. However, cases will be referred to the Neighbourhood Team Leader Income where a decision will be made whether or not court proceedings will commence. Where a tenant is entitled to benefit to cover their full rent and they have not been responsible for the delay and can satisfy us that they have provided all supporting evidence to support their claim, court proceedings will not commence.
- 10.5 Tenants are expected to pay any rent due which is not covered by benefits on time, every time.
- 10.6 Tenants are responsible for paying back any overpayment of benefit that covered their housing costs.

## 11 Insolvency Arrangements (Bankruptcy, Individual Voluntary Arrangements (IVA) and Debt Relief Orders (DRO)) and Breathing Spaces

- 11.1 Where a person has a DRO they cannot be made to make payments towards any debts included in it during the moratorium period of the order. At the end of the period those debts are written off, except for debts obtained by fraud.
- 11.2 A DRO lasts generally for 12 months, unless revoked or extended.

- 11.3 The existence of a DRO does not prevent the court from making a possession order against a tenant on the ground of rent arrears (or any other ground). Where the arrears are listed in a DRO, the court cannot suspend (or postpone) the possession order on terms of the payment of those arrears. In such circumstances MDH will consider seeking an outright possession order as a suspended order is not available because of the tenant's decision to seek a DRO. Factors that will influence the decision to seek an outright possession order are:
- Previous conduct of tenancy
  - Level of debt
  - Levels of engagement with landlord by tenant
  - Failure to adhere to agreements made
  - Failure to engage with other services, as appropriate
- 11.4 It should be noted the court can suspend an order for possession on the condition of payment of current rent and costs.
- 11.5 When a DRO is made after the making of a suspended possession order, the DRO will have the effect only to extinguish the judgment debt up to the making of the DRO, but not any subsequent arrears accrued during and after the moratorium period.
- 11.6 If a tenant is subject to a possession order suspended on condition of payment of rent arrears listed in an undischarged DRO, they can apply to the court to vary the order so that payment of the arrears is no longer a condition of the possession order. If the terms of the suspended order require payment of arrears up to the surplus income level (currently £75 per month), it does not have to be varied. The Insolvency Service will permit payments up to this level towards rent arrears to avoid the loss of a tenancy.
- 11.7 An individual voluntary arrangement (IVA) is a formal and legally binding agreement between debtor and his/her creditors to pay back their debts over a period of time. This means it's approved by the court and the creditors have to abide by it.
- 11.8 If a tenant owes rent, an IVA will not stop MDH taking action to evict in the case of rent arrears
- 11.9 Bankruptcy is another way for individuals to deal with debts they cannot pay.
- 11.10 Rent arrears are a bankruptcy debt. A landlord is not permitted to take action to recover arrears incurred before the bankruptcy.
- 11.11 If the rent arrears accrued after the bankruptcy order was made, the court can suspend or postpone an order for possession on payment of current rent and rent arrears as well as make an outright possession order.

11.12 MDH can obtain a money judgment for rent arrears and costs that were incurred after the bankruptcy order was made. This is the case whether the bankrupt has been discharged or not.

11.13 Normally, no payments can be made towards debts included in bankruptcy. MDH will require repayment of arrears to avoid possession action; in such circumstances the Insolvency Service has given some flexibility to repay arrears on an informal basis, to avoid the issue of a claim or enforcement of an existing possession order. Tenants can offer to pay a reasonable amount when bankrupt at the discretion of the Official Receiver. MDH insist tenants must pay a reasonable amount towards the arrears even in bankruptcy to avoid possession proceedings.

11.14 Tenants can explain to the Official Receiver that they will be less likely to be able to pay towards the bankruptcy debts and costs if they lose their home. This approach is confirmed in chapter 35 of the Insolvency Service internal guidance manual.

11.15 Under the Housing Act 1985 tenants cannot exercise their right to buy if they:

- have made a bankruptcy application that has not been determined
- have a bankruptcy petition pending against them
- are an undischarged bankrupt
- have made a composition or arrangement with their creditors the terms of which remain to be fulfilled
- is a person in relation to whom a moratorium period under a debt relief order applies (under Part 7A of the Insolvency Act 1986)

11.16 Where a tenant is bankrupt, the amount stated in the bankruptcy order is moved to a separate sub account.

11.17 The Debt Respite Scheme (Breathing Space) gives someone in problem debt the right to legal protections from their creditors. There are two types of breathing space:

- a standard breathing space
- a mental health crisis breathing space

11.18 A standard breathing space is available to anyone with problem debt. It gives the debtor legal protections from creditor action for up to 60 days. The protections include pausing most enforcement action and contact from creditors and freezing most interest and charges on their debts.

11.19 A mental health crisis breathing space is only available to someone who is receiving mental health crisis treatment and it has some stronger protections. It lasts as long as the person's mental health crisis treatment, plus 30 days (no matter how long the crisis treatment lasts).

11.20 A debtor who wishes to apply for a breathing space must do so via a debt advice provider (DAP).

11.21 Once a breathing space has started, MDH or anybody acting on MDH's behalf must not take any enforcement actions against the debtor, or anyone who is jointly liable with them, for a breathing space debt. This includes serving a notice seeking possession or issuing possession proceedings or take possession of a property let to the debtor having served such a notice prior to the start of the breathing space.

11.22 On receiving a notification of a breathing space MDH is required to take the following steps:

- As soon as reasonably practicable, MDH must carry out a reasonable search of their own records for debts owed to them by the debtor
- If the MDH's search identifies a debt owed to them by the debtor that is not included in the notification it has received, MDH must provide details of the additional debt to the DAP as soon as reasonably practicable. It is the DAP who will decide if the additional debt qualifies for the breathing space.

11.26 MDH must make sure it stops:

- the debtor having to pay certain interest, fees, penalties or charges for a breathing space debt during the breathing space
- any enforcement or recovery action to recover a breathing space debt, by MDH or any agent MDH appointed
- contacting the debtor to request repayment of a breathing space debt, unless MDH got permission from the court

11.23 If there are existing proceedings in a court or tribunal in relation to a breathing space debt at the time the MDH is notified of the breathing space, MDH must notify the court or tribunal in writing of the breathing space. Proceedings other than those relating to a bankruptcy petition can continue, but any order resulting from these proceedings may not be enforced by MDH without the court's permission.

11.24 The rules for breathing space are complex and Officers should read the government guidance at: <https://www.gov.uk/government/publications/debt-respite-scheme-breathing-space-guidance/debt-respite-scheme-breathing-space-guidance-for-creditors>

## 12 Public Sector Equality Duty

12.1 MDH in the exercise of its functions must have due regard to the need to:

- eliminate any form of unlawful discrimination (including direct or indirect discrimination, harassment, victimisation, and any other conduct prohibited under the Equality Act 2010 (the "Act"))
- advance equality of opportunity between people who share a relevant characteristic and people who do not

- foster good relations between people who share a protected characteristic and people who do not
- 12.2 The relevant protected characteristics are—, age, disability, gender reassignment, pregnancy and maternity, race, religion or belief, sex and sexual orientation.
- 12.3 The duty to have “due regard” means that MDH must demonstrate a “conscious approach” focusing on the “substance” of the duty with “vigour and an open mind”.
- 12.4 Due regard means such regard as it is appropriate in all the circumstances. The three aims of the general equality duty must be considered and reflected upon during the:
- decision-making process
  - design of policies (including internal policies)
  - delivery of services
- 12.5 Allegations of breach of s.149 are often deployed as part of a defence to a claim for possession.
- 12.6 Where a tenant has a protected characteristic (particularly disability) Officers making decisions about taking possession proceedings should comply with the duty. Officers taking decisions on possession proceeding must have received training on the public sector equality duty and record their consideration in writing.

## 13 Legal Action

- 13.1 Tenants will be referred to court to secure formally any amounts owing where they have failed to engage with us or keep to an arrangement. This is a serious step which puts their tenancy at risk and will result in the tenant having to pay for court costs.
- 13.2 Court action will be taken as a last resort when extensive efforts to engage a tenant have been exhausted. However, where tenant will not pay their rent and fails to engage, MDH will progress court action.
- 13.3 Procedures laid out by the Pre-Action Protocol for possession claims based on rent arrears will be followed by Officers when court action is being considered.
- 13.4 Where tenants are undergoing possession proceedings and fail to engage with MDH whilst their arrears are increasing we will consider eviction as a last resort. Officers will try to work with tenants to avoid this and involve Housing Options and other support agencies, as required. Officers will always advise anyone who has received an eviction date of their right to request a Stay of Execution.

- 13.5 In cases where the tenant has failed to keep to a court order and where it is deemed appropriate, repossession proceedings will be undertaken. Tenants will be encouraged to attend court and will be signposted to where they can seek independent advice and support.

## 14 Changing possession orders

- 14.1 A tenant may be able to request a possession order be varied. This will depend on whether or not the judge had a choice when making the possession order in the first instance, for example in some situations the judge has no choice about making an order and cannot change it once made, as long as the landlord followed the correct legal procedure to obtain the order. This applies to introductory or demoted tenancies. This means that if MDH have followed procedure and protocol the District Judge will have not option to award outright possession within 7, 14, 21 or 28 days.
- 14.2 Any application to the court to set aside a possession order, does not automatically stop the court bailiff carrying out an eviction. It is the responsibility of the tenant to request a stay of execution and offer new terms of arrangement. The Council may contest the offer and ask the District Judge to proceed with eviction, based on historical management of the tenant's account, breached arrangements or the level of debt.

## 15 Garage, Ground Rent Plot (GGRP) and Car Parking Space debt arrears

- 15.1 Tenancy Agreements for Garages, GGRP and Car Parking Spaces rented by MDH are non-secure tenancies.
- 15.2 Rents for Garages, GGRP's and Car Parking Spaces are collected in advance and are to be paid when due. No payment arrangements will be offered for these tenancies which default on rent due.
- 15.3 Garages – Tenants will be given 1 full weeks' notice to quit. If keys are not returned the tenant could be liable for the costs of replacing the lock if they have not paid the rent as required.
- 15.4 GGRP's and Parking Spaces – Tenants will be given 31 calendar days' notice to quit if they have not paid the rent as required.
- 15.5 If a tenant has been evicted from a garage, GGRP or car parking space due to non-payment of rent they will be unable to rent another garage, GGRP or car parking space for a period of 2 years.
- 15.6 If a tenant leaves any property or structure in or on a garage, GGRP or car parking space at the end of their tenancy they will be served notice to remove the goods within 31 calendar days after which time the item (s) will be disposed of in accordance with Section 41 of the Local Government (Miscellaneous Provisions) Act 1982.

## 16 Complaints

16.1 We try to get things right the first time and when we do, we would love people to let us know. It's great for us to receive positive comments or feedback, so if people wish to complement our staff for doing a great job, we would love to hear from them.

16.2 If things do go wrong the Council is committed to:

- Dealing with complaints and comments quickly and effectively; and
- Using complaints, comments and compliments to review and improve our services

16.3 When tenants contact us to tell us they are dissatisfied with the service we have provided, we will offer them the choice to have an informal conversation to see if we can put things right quickly, without the need for a formal investigation.

16.4 The Housing Ombudsman Service advise that a complaint must be defined as:

*'an expression of dissatisfaction, however made, about the standard of service, actions or lack of action by the organisation, its own staff, or those acting on its behalf, affecting an individual resident or group of residents'.*

16.5 Where a tenant considers that the council has given a poor service or has got something wrong, they may tell a member of staff in the first instance. This does not need to be treated as a formal complaint (unless the complainant asks us to do so) and may be resolved 'there and then' by way of an apology or plan of action. Any comments provided will be used to take appropriate action, or give information.

16.6 If a tenant does not want to do this or is unhappy with the response, they may make a formal complaint, which can escalate from stage 1 or stage 2 if they are still not satisfied with the response. Having been through stages 1 and 2 and they are still not satisfied, the tenant may contact the Housing Ombudsman Service.

16.7 MDH's complaints procedure is detailed on the Council's website: [Feedback and Complaints](#)

## 17 Equality Impact Assessments

17.1 MDH complete an equality impact assessment each time we develop or review a policy, procedure or service. The assessment is to help us make sure our decision making is fair and does not present any barriers or disadvantage to customers from any protected group (including disability) under the Equality Act 2010.