

RENT MANAGEMENT POLICY – FOR FORMER COASTAL RESIDENTS ONLY

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1. INTRODUCTION

At Beacon we aim to provide homes and services that are affordable and energy efficient to help provide people with a stable foundation for their lives and to sustain local communities.

Whilst this policy is intended to provide an accessible insight into how Beacon Cymru manages some of the many and varied situations that can arise when managing occupation contracts, we are proud to be a flexible and empowered organisation. To this end, Beacon Cymru will continue to place a great importance on the expertise and sound judgment of its community housing teams. In each case, it will be the responsibility of the relevant officer and / or manager to determine how best to address a given situation. All decisions will be taken in the interests of furthering Beacon Cymru's values, viability and objectives.

We assist Contract Holders to pay their rent, service charges and personal charges through providing information and assistance that prevent arrears accruing before, during, and after the contract starts. It is acknowledged that prevention and early intervention of arrears will enable contract sustainability and be cost effective to the Association. Where communication barriers are identified, reasonable steps to inform Contract Holders by alternative means will be taken. Any rent arrears will be joint and severally liable by Contract Holder for the period that they occupy the property as a Contract Holder. This means that Contract Holders are both jointly and individually responsible for paying the rent and reducing arrears.

This policy is owned by the Director of Homes and Communities. The effectiveness of the policy and provision of training will be reviewed bi-annually. This exercise will ensure that the policy is up to date and remains relevant to our needs.

2. PURPOSE

This policy demonstrates how Beacon operates to meet its rent collection purpose, as defined by residents:

‘Enable me to pay rent for my home and the services I receive’.

3. PRINCIPLES

Our principles and the way we work have been co-designed with staff, residents, and partners to enable us to ensure ‘what matters’ is reflected in our day-to-day work:

- Ensure value work (work that delivers to purpose) is achieved following designed workflows
- Offer advice, guidance, and support where necessary
Show empathy and understanding in difficult circumstances
- Monitor Payment Plans daily to act at the earliest opportunity
- Provide, record, and share clear and accurate information
- Maintain multiple payment options
- Be confident to discuss financial problems and pull in expertise if needed

4. POLICY STATEMENTS

4.1 Prevention

Where specialist support is identified at any stage, a referral will be made to the relevant agencies. Beacon Cymru has access to direct referrals to Citizens Advice, Welfare Rights and Tenancy Support. To meet our responsibility of ensuring that Contract Holders fully understand the terms of the contract, we will take reasonable steps to inform Contract Holders by their chosen communication method and seek alternative means where required. Where there is, or a potential, lack of capacity to understand the contract appropriate measures will be taken to address this.

At the occupation contract sign-up stage, Contract Holders will be advised that they are responsible for the payment of rent and the need to make regular payments. A bespoke payment plan, developed with the Contract Holders, will be created that identifies their preferred payment date, frequency, method, and amount and ensure that it covers the full amount of rent and service charges due under the contract.

A variety of payment methods will be made available to make it as convenient and simple as possible for residents to pay their rent. The current rent payment methods are:

- From any bank or building society by direct debit
- By Allpay cards which will be issued as and when required
- By direct payments on the resident's behalf from the Local Authority or Department for Work & Pensions (DWP) to the association (if the resident has been granted housing benefit or Universal Credit - UC)
- Debit or Credit card rent payments in the office via Callpay
- Debit or Credit card rent payments over the phone via Callpay
- From any bank or building society by standing order
- Cash in the office in line with our Anti-Money Laundering Policy
- Cheque
- PayBy link (Appendix 1)

Where possible we will work closely with the local authority Housing Benefit (HB) departments and the Department for Work and Pensions (DWP) to help ensure that residents receive the maximum level of benefit and that it is assessed and paid as soon as possible. In return we expect our residents to engage with HB/DWP and provide information promptly upon request.

If it is identified that the Contract Holder could claim from other benefits to help them settle into their new home, referrals to relevant agencies will be made to maximise the Contract Holder entitlements and income.

Information should be given to the Contract Holder of how and where they can pay their rent, the importance of rent payments and the consequences of non-payment.

Where the Contract Holder are claiming Universal Credit and Tier 1 or 2 vulnerabilities (Appendix 2) are identified, there is the provision for an alternative payment arrangement (APA) and the housing cost element to be paid direct to the Landlord. This is to try to protect the Contract Holder from

accruing arrears and therefore breaching the contract, this will be communicated to the Contract Holder. Where contact has not been possible a letter will be provided informing the Contract Holder of our intention to apply an Alternative Payment Authority and the options available.

4.2 First Payment of Rent

The Total Weekly or Monthly Charge (depending on the contract) is payable at the start of the Week (Monday) or Month (1st), depending on the contract. The first payment is to be made on the date of the contract. Payments should be made in line with the Contract Holder chosen method, frequency, amount and date as set out in the original payment plan. A Contract Holder with an entitlement to Housing Benefit run-on, a Universal Credit advance or a homeless prevention fund should, where appropriate, use this financial support to pay the first rent instalment.

4.3 Managing Rent Collection

It is recognised that Contract Holders may experience changes in their lives that could lead to financial difficulty, potentially affecting rent payments. When managing rent collection, it is important to be empathetic to people's circumstances and not judge people for decisions they make that may differ from our own. We work hard at embedding a culture of kindness and compassion, building trusting relationships and displaying a willingness to work alongside Contract Holders to improve their circumstances.

Beacon Cymru acknowledges that what matters to residents in managing rent accounts is reflected in our principles (section 3). This has led us to follow these steps when managing rent accounts:

- Understand and record the resident's financial position
- Monitor the triggers that could cause financial hardship
- Agree on the actions to be taken by residents and landlord
- Maintain regular communication in the resident's preferred method

It was highlighted by residents the importance of empathy being shown in difficult circumstances and that time and flexibility with payment options are needed at these times.

Officers are expected to use knowledge, facts and their discretion, in each case presented.

To work through the steps, it's important that residents keep Beacon Cymru up to date with changes to their financial circumstances that could impact rent payments. These include but are not limited to unemployment, a decrease in working hours, over indebtedness, a change of employment, starting a new job, an inheritance or windfall, a change of benefit or a change of salary payment date. A change in the household make-up could also have an impact on rent payments, including but not limited to someone leaving or joining the household, a child turning 18 or a new family member.

If the Contract Holders are claiming Universal Credit and a Tier 1 or Tier 2 vulnerability is identified, there is the provision for a 'switchback' request so that the housing costs be paid directly to the Association via a Managed Payment to Landlord (MPTL) and/or a Third-Party Deductions (TPD) to recover rent and/or any rent arrears.

Where the Contract Holders are entitled to Housing Benefit and receive this directly to themselves, if arrears are more than eight weeks, the Association can request that HB pays any entitlement directly to the Association.

Similarly, a Third Party Deduction can be requested from other benefits, such as Job Seekers Allowance (JSA), Employment Support Allowance (ESA) and Income Support (IS), where arrears are eight weeks or more.

All correspondence and liaisons with Contract Holder must be recorded on the housing management system together with any agreements or any other information relevant to rent recovery. Beacon Cymru will amend Payment Plans to reflect any new agreements.

Rent accounts are monitored on a regular basis, via the agreed payment plan, to identify missed payments, Beacon Cymru will write, text, email and/or visit Contract Holders to understand the situation and assist with preventing arrears increasing further.

Where required, correspondence must be issued to all joint contract-holders separately. (S48.1 of the act states that 'references to the Contract Holder, except where otherwise provided, are to the Joint Contract Holder).

4.4 Joint Contracts

Where an occupation contract is a joint contract, each resident will be jointly and severally liable for all responsibilities and obligations under the contract. This means that in respect of any breach of terms of the contract, Beacon Cymru is permitted to enforce against one and / or all residents named.

Until such time as a resident(s) named on the contract is/are properly released from their obligations under the contract, even if they have moved away from the property / been absent for some time, they will remain liable under the terms of the contract for any breach of terms and resulting loss. As such, they may be a party to any legal proceedings which may be issued by Beacon Cymru.

If a resident wants to be removed from a joint occupation contract, they must do so by writing to Beacon Cymru and the other joint contract holder informing both parties of the date that they would like to be withdrawn from the joint contract. Beacon Cymru will also write to the remaining joint contract holder confirming the other party's intention to withdraw from the joint contract and the date that this will happen.

When consent is requested for a new Contract Holder to join a contract, Beacon Cymru will request that all rent charges and arrears due under the contract are paid in full before consent for a joint contract is granted. In exceptional circumstances discretion can be shown by the Organisation on a case-by-case basis.

4.5 Rent Account and Payment Plan (PP) monitoring

Payment plans are monitored daily and contact made with a Contract Holder when a payment is different from the agreed plan.

There may be occasions where Contract Holders will be unable to meet their agreed payment plans. The landlord will contact the Contract Holder, as soon as reasonably possible, to understand and discuss: the cause of the missed payment or the change to method, amount or frequency of payment. The officer will offer support and advice to develop a new payment plan if required.

Where explicit consent, or legal grounds exist, Community Housing Officers will engage regularly with support and advice agencies to resolve benefit decisions. Details provided by Contract Holders, Government departments, support and advice agencies will influence escalation activities.

4.6 Escalation Routes

It's important to note that this escalation process is a guide and cannot be fit for purpose for every scenario encountered by Beacon Cymru. As a systems thinking organisation each member of staff is empowered to take the action they believe is balanced between the best interests of the Contract Holder and Beacon Cymru. Any deviation from this route should be documented within the housing management system via rent actions.

It's expected that Community Housing Officers timeframe each action, so the resident is aware of what can or must be done within a set timescale.

Following analysis, between the Contract Holder and the Community Housing Officer, it is evident that the rent is unaffordable, an income and expenditure form needs to be completed clearly laying out where affordability is a problem- If the home is unaffordable, there are number of options available to the resident including, but not exclusively, a transfer, a notice to end the contract or a plan to increase the resident's income and lower expenditure. Where it is found that the property is unaffordable, action will be taken as quickly as possible to prevent arrears accruing further as this is not in the interest of the Contract Holder or the Association.

Throughout the escalation route below there a number of ways that Beacon Cymru can support residents, including a benefit check, a discretionary housing payment, the homeless prevention fund, referrals for tenancy support and advice, the Beacon Cymru hardship fund or food and fuel bank vouchers. If a resident is unable to follow the action plans developed and agreed, then a tenancy support referral could be made. Where we cannot establish a way to maintain engagement and a Contract Holder fails to follow or amend the agreed plan, there is no other alternative but to follow a legal route that could lead to the contract being ended, see section 4.7.

The payment plan covers overpayments. If the agreed payment plan has been exceeded, then contact is made in this circumstance to ensure that the overpayment is not a mistake or the result of an increase in hours, pay rise, inheritance or a windfall, all of which could affect the resident's finances.

Underpayments are monitored by the payment plan so that rent arrears do not build up.

In circumstances where it's not possible to develop a payment plan because of the sporadic fluctuating income of a resident, Beacon Cymru may determine a plan with greater flexibility. For example, just monitoring the amount rather than method, frequency and date.

Sporadic payments and regular underpayments may mean rent arrears accrue even though residents do not meet the 'no payment' escalation route below, in these circumstances Beacon Cymru may develop an alternative route to legal action without following the table.

Escalation (Appendix 1.10 for flow diagram)

Payment Plan Trigger	Action to be taken
No Payment	<p>Within 7 days – Beacon Cymru will enquire on what has happened, and offer an alternative payment option, via text message, phone call, email or the residents preferred communication method.</p> <p>If no contact is made Beacon Cymru will continue to attempt to make contact.</p>
2 nd no payment & no confirmed payment plan	<p>Within 7 days of 2nd no payment – A letter will be sent offering support and an alternative payment. Where applicable a MPTL and/or TPD will be requested.</p>
3 rd no payment & no confirmed payment plan	<p>Within 7 days of a 3rd no payment – A Home Visit will take place.</p>
Overpayment	<p>Within 10 days – Beacon will ‘check-in’ via the residents preferred communication method.</p>
<p>1st Underpayment</p> <p>Underpayments can vary in size; significant underpayments may result in Beacon Cymru following the ‘no payment’ actions above.</p>	<p>Within 7 days – A reminder will be issued for payment along with an alternative payment option via text or email.</p>
2 nd Underpayment	<p>Within 7 days – Beacon Cymru will enquire on what has happened and offer an alternative payment option.</p> <p>If no contact is made Beacon Cymru will continue to attempt to make contact.</p>
3 rd or more Underpayment (with 3 months / 14 weeks rent arrears)	<p>Within 7 days - A Home Visit.</p>
<p>When rent arrears equate to 3 months or 14 weeks and no repayment plan is place.</p>	<p>A pre-NOSP checklist will be completed, and a Notice of Seeking Possession will be served.</p> <p>Options include:</p> <p>RHW23 – Secure Contracts</p> <p>RHW20 – Standard Contracts For serious rent arrears (over 8 weeks / 2 months)</p> <p>RHW21 – Introductory, Standard and prohibited Contracts For serious rent arrears (over 8 weeks / 2 months)</p> <p>Where RHW20 or RHW21 is being used, arrears need to have reached 8 weeks / 2 months</p> <p>All notices can be found at: https://senedd.wales/media/z3cfrzjn/sub-ld15008-e.pdf</p>

Notice has been served, rent arrears are more than 3 months / 14 weeks and no repayment plan has been developed.	The Pre-Court Protocol will be completed & an application for a hearing made. A request for full repayment or an agreed repayment plan. Pre-Action Protocol for Possession Claims by Social Landlords (justice.gov.uk)
No agreed repayment	10 days before court hearing Beacon Cymru will send a letter with the court date.
Court Hearing	Beacon Cymru will attend the Court Hearing presenting any applicable evidence.
Court hearing outcome	Beacon Cymru will confirm the Court outcome to the resident in writing.
First no payment of a Suspended Possession Order (SPO) and rent not being met (via agreed plan).	Within 7 days – Beacon Cymru will request payment via text message, phone call, email or the residents preferred communication method.
Second payment of the Suspended Possession Order (SPO) and rent not being met (via agreed plan).	Beacon Cymru may proceed with a Warrant for Eviction.
Warrant for Eviction hearing	Beacon Cymru will attend the Court Hearing presenting any applicable evidence.
Court Hearing Outcome	Beacon Cymru will inform the resident of date that bailiff will attend, locks will be changed, and the contract will end.

4.8 Issuing Prescribed Notices

Before issuing the Prescribed Notice in line with the type of contract the resident holds and the reason for the breach, details of the arrears case should be prepared by Community Housing Officer and reviewed by a Senior Housing Officer/Manager to determine the appropriateness of issuing the Prescribed Notice. In circumstances where one of the following apply:

- Rent remains unpaid
- Agreed payments to repay rent arrears are not made
- Missed payments of agreed sums continue
- All attempts to contact fail

Officers will ensure the pre-NOSP protocol has been adhered to and seek confirmation from the Director of Homes and Communities that a notice of intention to repossess can be served.

The type of notice will be determined by the type of contract held.

4.9 Pre-Action-Protocol for Possession claims by Social Landlords

Beacon Cymru will follow the Pre-Action Protocol (Appendix 3) as failure to do so could lead the court to impose sanctions against the Association for example a fine or dismissal of the hearing.

4.10 Secure Contract & Standard Contract Checklist

Before issuing the Prescribed Notice, the Secure Contract & Standard Contract Checklist should be completed with all relevant departments to ensure we have complied with the Statutory requirements under the Renting Homes Wales Act 2022 (Appendix 4).

Determining the desired Court Order outcome –

- Outright Possession Order
- Suspended Possession Order
- Court costs
- Money Judgement or County Court Judgment
- Repayment of outstanding balance
- Adjournment on terms

Where legal costs are incurred, and awarded against the Contract Holder, Beacon Cymru will seek to recover these in line with normal recharge recovery.

4.11 Outright Possession Order (OPO)

At the court hearing the Association may wish to request possession outright or within a specific timeframe. Outright Possession Order (OPO) is the only option if Ground 8 or 21 are used, as both are mandatory.

4.12 Suspended Possession Order (SPO)

Upon the officer returning from court and obtaining a SPO, the case needs to be updated with the appropriate court order via a rent action entry. An agreed payment plan will be set up to reflect the terms of the order.

Where a SPO is granted Beacon Cymru will confirm it in writing to the Contact Holder including details of the order and, if available, the agreed payment plan.

An SPO is valid for six years from the date of the hearing, after which, if the arrears remain Beacon Cymru must ask the courts permission to enforce the possession order. This is a separate court application.

Once the arrears and costs have been cleared, the Contract Holder can make an application to the court to discharge the order. Providing the outstanding arrears are cleared, no objection will be raised to the application.

4.13 Defaulting on a SPO

Contract Holders who default on an SPO will be contacted and offered support and advice. A new payment plan will be developed (this may require the court to make a change to the terms of the SPO) if required or a request made for the Contract Holder to pay the arrears in full. Community Housing Officers will discuss the consequences of breaching an order, including the process of recovering the property, arrears and any costs associated with initiating Court action.

4.14 Applying for A Warrant for Eviction

Where attempts to resolve the matter are unsuccessful, housing officers will seek confirmation from a Community Housing Manager, to apply for a Warrant for Eviction.

Once all reasonable options have been reviewed, and there is no viable alternative, a meeting will be held between the Community Housing Manager and the Community Housing Officer to obtain consent for the warrant to be requested.

Where a court awards an OPO or the SPO is in default, Beacon Cymru will apply for a Warrant of Eviction as detailed above.

The Contract Holder will be informed by letter, hand delivered, notifying them that a decision has been made to apply for their eviction due to breach of contract. Beacon Cymru will notify the Local Authority Housing Options Team of the decision and again advise the Contract Holder to seek independent legal advice.

The eviction will not normally be cancelled unless the debt is repaid. However, there is some discretion to consider exceptional circumstances, and this should be discussed with the Community Housing Manager.

5. OTHER HOUSING MANGEMENT RELATED AREAS

5.1 Fitness for Human Habitation (FFHH)

The process of dealing with Fitness for Human Habitation (FFHH) is covered by the Housing Management Policy (Appendix 5).

Rent liability, can only be suspended where the property is unfit for human habitation, which can be determined by a court order or with the agreement of the Association. Until such point, the Contract Holders are liable for rent due and any non-payments will be dealt with under the normal processes. A RHW23 notice can still be issued for rent arrears which have accrued outside of the period when the property was not FFHH, however this will be done on a case-by-case basis.

If a claim by the Contract Holder that the property is not FFHH is upheld by the Association or a Judge, it is the responsibility of the Maintenance Manager to inform the Community Housing Officer via an internal process to amend the rent account & offer advice regarding any possible benefit claims.

Where the rent for the respective period is made by an eligible housing cost benefit, attempts will be made to return any overpaid sums to the DWP or Housing Benefit department to reflect the rent that the Contract Holder(s) had been charged retrospectively. This may result in a change of benefit for Contract Holder and every effort will be made to notify them of this impact.

5.2 Decanting (a temporary move)

When a decant takes place Beacon Cymru will, if required, amend the charge on the contracted rent to meet the agreed terms of the decant, in line with the Housing Management Policy. There will be no charge at the alternative accommodation.

5.3 Domestic Abuse / Safeguarding

Beacon Cymru recognises that domestic abuse can result in the need to stay in temporary or alternative accommodation. An intention by residents to return to their home may result in a payment of the housing element of Universal Credit or Housing Benefit for both the former permanent home and the temporary alternative accommodation. If there is no intention to return, then notice may be served.

Please also refer to our separate Domestic Abuse and Safeguarding Policies (Appendix 6)

5.4 Fraud

Information around concerns of fraud should be gathered by the relevant Community Housing Officer(s) and referred to the Community Housing Manager or nominated Senior Community Housing Officer if deemed necessary.

Beacon Cymru is under a duty, where in receipt of a resident benefit, to ensure the Local Authority or DWP are made aware of any changes to a resident's circumstances that could impact their entitlement or award (Appendix 7).

5.5 Motor Vehicles /Parking

Where rent arrears have reached the equivalent of 3 months or 14 weeks rent arrears a one-month notice will be given to any paid parking space.

5.6 Succession

Beacon Cymru will continue to charge rent and service charges after the death of a contract holder until the estate has been dealt with either by the Will and/or the Law. Any amount owed to Beacon Cymru will be claimed from that estate. Beacon Cymru may, on a case-by-case basis, grant occupancy during the period prior to succession. Any potential successors should inform Beacon Cymru of the Executors of a Will and any available estate funds.

5.7 Insolvency

In the event that the Contract Holder seeks independent advice that leads to insolvency, Beacon Cymru Housing will follow its Insolvency Policy and the processes for Debt Relief Orders, Bankruptcy and Individual Voluntary Arrangements (Appendix 8).

5.8 Breathing Space

Where a Contract Holder is entered into the Debt Respite Scheme Beacon Cymru will cease all debt collection activities, including legal action and rent arrears recovery, until the designated breathing space is over and a suitable debt solution is found. Beacon Cymru will continue to collect on-going Rent and Charges through its usual processes.

5.9 Recharges

Beacon Cymru will collect recharges in line with its Maintenance Policy (Appendix 9).

6. LEGISLATION / REGULATION

Beacon Cymru will ensure that the rent arrears policy meets legislative and good practice requirements, to maximise income collection and minimise rent arrears.

The statutory framework for income collection and recovery of rent is set out in the Housing Acts 1985 & 1988 and the Renting Homes (Wales) Act 2016, which provide legal grounds for seeking possession of tenanted/contracted properties and forfeiture of leases.

The legal grounds for possession are set out in the Housing Acts 1985 and 1988. Section 21 of the Housing Act 1988 gives the landlord an automatic right of possession once a fixed term contract, such as a Probationary Contract, has expired, and Schedule 2 of that act provides Grounds 8, 10 and 11 (as amended by the Housing Act 1996 for assured/ assured shorthold tenancies). Schedule 2 of the 1985 Act governs secure tenancies. Renting Homes (Wales) Act 2016, PART 9, CHAPTER 3, Breach of contract, Section 157.

This policy considers the requirements of:

- Housing Act(s) 1985, 1988, 1996 and 2004
- Housing (Wales) Act 2014
- Renting Homes (Wales) Act 2016
- Eviction Act 1977
- Law of Property Act 1925
- Data Protection Act 1984 (as amended 1998)
- General Data Protection Regulation (GDPR) (Regulation (EU) 2016/679)
- Human Rights Act 1998
- Equality Act 2010
- Welfare Reform Act 2012, 2015 & 2016
- Coronavirus Act 2020
- The Debt Respite Scheme (Breathing Space Moratorium and Mental Health Crisis Moratorium) (England and Wales) Regulations 2020
- Insolvency Act 1986
- Welsh Government Regulatory Framework

7. EQUALITY, DIVERSITY AND INCLUSION

Beacon Cymru is committed to equal opportunities and this policy will be operated fairly and equally. Beacon Cymru will not discriminate, harass or victimise any victim, witness, alleged perpetrator or other interested party on the grounds of any protected characteristic(s).

The protected characteristics under the Equality Act are:

- Age
- Pregnancy and Maternity

- Sex
- Disability
- Race
- Sexual Orientation
- Gender reassignment
- Religion of Belief
- Marriage / Civil Partnership

Beacon Cymru must, in the exercise of its housing management functions, have due regard to the need to:

- a) eliminate discrimination, harassment, victimisation and any other conduct that is prohibited by or under this Act;
- b) advance equality of opportunity between persons who share a relevant protected characteristic and persons who do not share it;

This includes the need to:

- (i) remove or minimise disadvantages suffered by persons who share a relevant protected characteristic that are connected to that characteristic;
 - (ii) take steps to meet the needs of persons who share a relevant protected characteristic that are different from the needs of persons who do not share it;
 - (iii) encourage persons who share a relevant protected characteristic to participate in public life or in any other activity in which participation by such persons is disproportionately low.
- c) foster good relations between persons who share a relevant protected characteristic and persons who do not share it.

This includes the need to:

- (i) tackle prejudice, and
- (ii) promote understanding.

Beacon Cymru is not a public authority, but do exercise public functions when allocating and managing social housing. Beacon Cymru must have regard to the matters mentioned above.

Compliance with the duties in this section may involve treating some persons more favourably than others; but that is not to be taken as permitting conduct that would otherwise be prohibited by or under this Act.

8. DATA PROTECTION

Beacon Cymru operates a specific Data Protection Policy which governs how the organisation will manage the collection, retention, processing, management and disposal of individual's personal data and special category data. The policy is designed to incorporate the legal requirements contained in Data Protection Act 2018, the GDPR, and guidance and best practice issued by the Information Commissioners Office.

9. WELSH LANGUAGE

Beacon Cymru appreciates that residents express their opinions and needs better in their chosen language. We will ensure that services are available through the medium of Welsh if requested, are of a high quality, and provided in a timely manner.

10. MEASURES, LEARNING AND IMPROVEMENT

The basis of all learning and study is quality data and Beacon Cymru commits to keeping proportionate, purposeful, person-centred tenancy management records. We strive to produce leading measures that study how we are performing to purpose and lagging measures.

Measures are captured to understand specific details relating to housing management performance and these are regularly reviewed both in teams and at management level.

For example,

Community Housing Officers would review:

- Contract Holder payment plans, returned direct debits and benefit notifications.
- Rent arrears totals for contract holders, street, area and patch groups.

Operational Managers would review:

- The total number of returned direct debits for all contract holders.
- The percentage of successful payment plans for all contract holders.
- The total income collected by payment type, such as Allpay. Benefits, Cash etc.
- The number of account that have experienced errors.

Senior Management and Board would review:

- Total rent arrears for Beacon Cymru.
- The total Income received.

11. COMPLAINTS

Complaints regarding any aspect of how Beacon Cymru make decisions and implement this policy can be made through the company's complaints process by contacting Beacon Cymru by telephone, email, live chat, visit or by letter (Appendix 10).

12. APPENDICES

Appendix 1 – Payby Link

What is a Payby Link?

Beacon Cymru use a Web URL via Allpay, which includes the ability to personalise the link to include a reference number and/or an amount the contract holder needs to pay. The link is sent to the resident via email or text. The resident is redirected to a secure payment page and can make the payment using credit/ debit card.

Appendix 2 – Alternative Payment Arrangement

What is an Alternative Payment Arrangement (APA) and qualifying tier codes:

[Alternative Payment Arrangements - GOV.UK \(www.gov.uk\)](https://www.gov.uk)

Appendix 3 – Pre-Action Protocol for Possession Claims

Pre-Action-Protocol for Possession claims by Social Landlords is available here:

<https://www.justice.gov.uk/courts/procedure-rules/civil/protocol/pre-action-protocol-for-possession-claims-by-social-landlords>

Appendix 4 – Standard and Secure Contract Checklists

Standard Contract Checklist for those starting on or after 1st December 2022

Action	Timescale	Completed
Does the property have sufficient carbon monoxide detectors? Must be in all rooms with gas, oil and solid burning appliances.	Required before contract can begin	Yes / No
Does the property have sufficient smoke alarms? Must be on every storey, in proper working order, connected to an electricity supply & interlinked.	Required before contract can begin	Yes / No
Does the property have a valid gas safety certificate and has a copy been provided to the contract holder? Certificates are valid for 1 year.	Required before contract can begin	Yes / No
Does the property have a valid electrical condition report? Certificates are valid for 5 years.	Required before contract can begin	Yes / No
Has the contract holder been given a copy of the electrical condition report and any written confirmation of works (investigatory or repairs)?	Required within 7 days of occupation	Yes / No
Is the property fit for human habitation?	Required before contract can begin	Yes / No
Has the contract holder given express consent to receive information & documents via email?	Required on occupation date	Yes / No
Has the contract holder been given a Notice of Standard Contract in form RHW1?	Required on or before the completion date	Yes / No
Has the contract holder been given notice of the landlord's address in the RHW2 form?	Required on occupation date	Yes / No
Has the contract holder been given a written statement of contract?	Required within 14 days of occupation	Yes / No
Has the Contract Holder been given a copy of a valid Energy Performance Certificate (EPC) Rating E or better?	Required if notice is to be served under section 173	Yes / No

Secured Contract Checklist for those starting on or after 1st December 2022

Action	Timescale	Completed
Does the property have sufficient carbon monoxide detectors? Must be in all rooms with gas, oil and solid burning appliances.	Required before contract can begin	Yes / No
Does the property have sufficient smoke alarms? Must be on every storey, in proper working order, connected to an electricity supply & interlinked.	Required before contract can begin	Yes / No
Does the property have a valid gas safety certificate and has a copy been provided to the contract holder? Certificates are valid for 1 year.	Required before contract can begin	Yes / No
Does the property have a valid electrical condition report? Certificates are valid for 5 years.	Required before contract can begin	Yes / No
Has the contract holder been given a copy of the electrical condition report and any written confirmation of works (investigatory or repairs)	Required within 7 days of occupation	Yes / No
Is the property fit for human habitation?	Required before contract can begin	Yes / No
Has the contract holder given express consent to receive information & documents via email?	Required on occupation date	Yes / No
Has the contract holder been given notice of the landlord's address in the RHW2 form?	Required on occupation date	Yes / No
Has the contract holder been given a written statement of contract?	Required within 14 days of occupation	Yes / No

Appendix 5 – Housing Management Policy

Beacon Cymru Management Policy is located here - [Housing-Management-Policy-2022.pdf](https://coastalha.co.uk/Housing-Management-Policy-2022.pdf)
(coastalha.co.uk)

Appendix 6 - Domestic Abuse and Safeguarding Policy

Beacon Cymru Domestic Abuse and Safeguarding Policies can be requested via ask@coastalha.co.uk

Appendix 7 - Housing Benefit Regulation

Housing Benefit Regulations state:

88.—(1) Subject to paragraphs (3) and (5), if at any time between the making of a claim and a decision being made on it, or during the award of housing benefit, there is a change of circumstances which the claimant, or any person by whom or on whose behalf sums payable by way of housing benefit are receivable, might reasonably be expected to know might affect the claimant's right to, the amount of or the receipt of housing benefit, that person shall be under a duty to notify that change of circumstances by giving notice in writing to the designated office

Appendix 8 - Insolvency Policy

Beacon Cymru's Insolvency Policy can be obtained by emailing ask@coastalha.co.uk

Appendix 9 - Maintenance Policy

Beacon Cymru's Maintenance Policy can be obtained by emailing ask@coastalha.co.uk

Appendix 10 - Escalation Route Flow Chart

Escalation Route flow chart:

