



"Offering our community more than a home"

Arrears Management Policy

Management Committee submission:	20 February 2024
Last Approved:	17 November 2020
Date Approved:	27 February 2024 MC
Next Review date:	November 2026

CHA Objectives:

- To provide quality, affordable housing that meets the changing needs of our customers and to ensure fair access to housing within our area.
- To manage the houses provided, in a professional and cost effective manner, for the benefit of our local community and the environment.
- To provide a first class maintenance service which offers value for money and ensures the comfort and safety of our residents while achieving high levels of satisfaction
- To ensure local decision making and community control, we will encourage our tenants and other customers to influence our policy and participate in decisions, which may affect them.
- To ensure that our resources are adequate to deliver our objectives by investing in our people, demonstrating value for money and through robust procurement practices.
- To promote social inclusion by applying principles of equality and diversity to everything we do.

Regulatory Standards:

- The governing body leads and directs the RSL to achieve good outcomes for its tenants and other service users.
- The RSL is open about and accountable for what it does. It understands and takes account of the needs and priorities of its tenants, service users and stakeholders. And its primary focus is the sustainable achievement of these objectives.
- The RSL manages its resources to ensure its financial well-being while maintaining rents at a level that tenants can afford to pay.
- The governing body bases its decision on good quality information and advice and identifies and mitigates risks to the organisation's purpose.
- The RSL conducts its affairs with honesty and integrity.
- The governing body and senior officers have the skills and knowledge they need to be effective.

Any breach or non-compliance with legislation/regulatory requirements in relation to this Policy constitutes a Notifiable Event and the Regulator will be informed via the SHR Portal.

This policy can be made available on request in a variety of different formats, such as on tape, in large print and translated into other languages.

Equalities commitment

The Association aims to be non-discriminatory in its policies and practices. We aim to promote equal opportunity by the prevention, elimination or regulation of discrimination between persons on grounds as laid out in the 2010 Equality Act. We recognise the nine groups as laid out in the act and full details can be found in our Equal opportunities Policy.

Clydebank Housing Association seeks to embrace diversity, promote equal opportunities for all and eliminate any unlawful discrimination in all areas of our work.

A full equalities impact assessment was carried out as part of this policy review and can be found at the end of the policy.

1. Aims and Objectives

The aims and objectives of the arrears policy are:

- To maximise the rent and arrears collected (rental income)
- To minimise rent arrears owed
- To enable staff to effectively manage and recover rent arrears
- To assist tenants in sustaining their tenancy, prevent homelessness wherever possible and help them in this by providing direct or indirect support via assessment and/or referral
- To be fair in the operation of the policy
- To be non-discriminatory as laid out in the nine characteristics of the disability & equality act 2010
- To continually improve our service to tenants
- To meet all statutory and regulatory requirements, Scottish Government Guidance and other good practice guides that may be published.
- To take account of Government legislation such as Welfare reform changes and ensure, as far as possible, that associated arrears issues can be addressed.

2. Equal Opportunities

- This Policy takes account of the 2010 Equalities Act and no discrimination is exercised at any point in respect of any of the categories mentioned in the act as outlined in section 1 above. The policy also complies with Clydebank Housing Association's Equal Opportunities policy.
- All tenants and former tenants with rent arrears will be dealt with sensitively and fairly, taking full account of all circumstances and affording every opportunity for resolution.
- Rent arrears will not be a barrier to rehousing someone requiring housing due to harassment
- Rent arrears will not be a barrier to rehousing someone who is the victim of domestic abuse.
- Rent arrears will not be a barrier to rehousing a statutory homeless referral from the Council.

- We will in all cases give direct assistance, information and advice that should help tenants to keep their tenancy. Eviction will always be seen as a last resort.
- Information will be provided in a different format to those who need this service.
- To ensure the above an Equalities Impact Assessment was carried out, which can be found at Appendix 2 at the end of this policy. The assessment showed no negative impact by this policy on any group.

3. Maximising the rent and arrears collected

Being able to maximise the rent and arrears we collect is important for minimising the risk of bad debts to the Association, and subsequently reduce any negative impact on both rent setting and any associated rent increases.

We will encourage a payment culture at all times and will emphasise this at the pre-tenancy stages, the start of the tenancy and throughout the duration of the tenancy.

3.1 Tenancy sign up

On contacting the tenant to confirm a sign up date, the tenant should be instructed how much their first rent payment is, and to bring the payment with them to the sign up.

At the sign-up itself, rent obligations and payment culture will also be reiterated. The standard monthly rent and the full amount due for the first period should be made clear to the tenant at sign up as should the fact that the rent is due one month in advance. Payment of the first rent due should be asked for and taken at sign up, the only exception to this being where clear evidence exists that the tenant will qualify and has/will apply for rent benefit (Universal Credit or Housing Benefit). In these cases, staff will assist the tenant in making an application for benefits due and make an appointment for welfare advice and assistance with the Association's Welfare Rights Officer or through signposting/referral to another agency.

The tenant should also be made aware that they should contact their **Housing Officer/Assistant** at the very early stages of non-payment. Tenants should be aware that the first rent payment should reach us within one week of the entry date if not paid at sign up to avoid further action (with the exception of full benefit claimants).

The tenant will also be made aware of any relevant support and help services available, and that early intervention will alleviate the need for legal action so long as the tenant co-operates and the matter is resolved.

A Housing Benefit form should be filled in with the tenant where it looks like the tenant will qualify for housing benefit. It should be made clear that HB will

only be payable from the date a tenant moves in to the property. We will partially verify all completed HB forms and send these to the Council's HB department on behalf of the tenant. In all cases agreement should be sought from the tenant to have the HB paid directly to CHA and the benefits of doing this explained.

In cases where it is clear that a tenant will not qualify for full housing benefit but may qualify for part benefit, we will make a provisional assessment of benefit based on the information available. The tenant will be advised in writing of the provisional amount payable until their claim has been fully assessed. The first payment will be due within one week of the date of entry. Tenants who choose not to make use of this service will be responsible for their full rent payment until their Housing Benefit claim is assessed.

If the new tenant is currently a tenant of another property they should sign a request for overlap of housing benefit to be paid from their date of entry. A maximum of 4 weeks overlap will be allowed by the Council and this is discretionary.

In cases where the tenant is in receipt of Universal Credit, the tenant should be advised to contact Universal Credit immediately to inform them of their change of address, date of entry and monthly rent charge. Payment direct to the landlord will be encouraged and appropriate paperwork completed with the new tenant and sent to the Department of Work and Pensions (DWP). Where the tenant refuses payment direct to the landlord they will be advised that they must make payment one month in advance in keeping with a full rent paying tenant.

All new tenants will be made aware that if they fail to pay rent as agreed they are putting their tenancy at risk as we will take legal action if necessary to recover said rent. The tenancy sign up process includes details of all rent payment methods offered.

The responsibilities of joint tenants in relation to rent obligations should be explained to all joint tenants.

A letter should be sent to the tenant within 48 hours of signing for the property to confirm the rent due and the tenant's obligation to hand in a HB form with proper proof of the household income or contact Universal Credit if appropriate (not already done at sign up).

Where a tenant is in receipt of rent payment in full through HB or UC and this is paid in arrears to CHA, the tenant will not be expected to pay one month's rent in advance and the account will be allowed to operate within the benefit payment cycle. Any rent arrears accrued will be classed as technical arrears so long as any arrears are comprised of only the outstanding benefit cycle and the tenant can demonstrate ongoing entitlement to the benefit.

This does not apply to tenants who choose to have their benefits paid directly to them, in these cases tenants will be treated as full rent payers and are expected to pay their rent one month in advance.

4. Minimising Rent Arrears

Being able to minimise rent arrears is important for reducing the risk of bad debts to the Association and the knock effect on any future rent increases. It is also important to manage rent arrears pro- actively and prevention has an important role to play. We will make a provision for bad debts within the annual budget.

4.1 Prevention

4.1.1 Affordable Rents

We will use recommended annual affordability measures and tools as prescribed by the Chartered Institute of Housing (CIH), Scottish Federation of Housing Associations (SFHA) and the Scottish Government/Scottish Housing Regulator. These will be supplemented as required by independent rent affordability studies to ensure the most accurate and up to date affordability data is in place.

We will not provide extra services without consultation, as services are included in the rent assessment in relation to affordability. We will not charge any more rent than is necessary to run CHA and its services, this will be **clearly** demonstrated in our rent policy.

We will benchmark our rents with other Housing Associations within our district of operation as well as our other peers through benchmarking groups. Currently we conduct a majority of our benchmarking through the Scottish Housing Network (SHN).

4.1.2 Rent Payment Methods

We will provide a variety of payment methods, including but not limited to:

- Online payments
- Via Allpay payment card at Paypoint outlets
- Via Direct Debit

The Associations preferred payment method is Direct Debit and all tenants in arrears will be encouraged to set up this method of payment.

Tenants who do not wish to have their HB paid direct to the Association will be due to pay rent one month in advance.

4.1.3 Target Timescales for Rent Posting

We aim to ensure that rents paid through the allpay.net system are posted to the tenant's rent account within 48 hours of payment. Payments made at the end of the month prior to the debit, or during holiday periods may take a few extra days.

Tenants who pay by cheque will have their payment posted to their account within 5 working days.

In the case of Housing Benefit and Universal Credit, we aim to post this within 2 working days of both the schedule and the payment having arrived in the office. We operate a semi-automated system to ensure timeous rent postings to accounts.

4.1.4 New Tenant Visit and Tenancy Sustainment

All new tenants will be visited between 4 and 8 weeks after their date of entry and any difficulties relating to their rent account will be discussed at this time although letters will have been sent out prior to this in cases where there are rent arrears.

We will, on a monthly basis, refer all tenants at risk of legal action due to rent arrears (Notice of Proceedings through to eviction stage) to a tenancy support service, either through CHA or via an external agency. In all cases we will make West Dunbartonshire Council aware of proceedings through a Section 11 referral. These actions are designed to maximise the interventions available to potentially assist the tenant in addressing their arrears situation and avoiding being made homeless.

4.1.5 Housing Benefit cancellations/reviews/suspensions

Tenants in receipt of Housing Benefit will be advised on us receiving notification that their Housing Benefit has been cancelled, reviewed or suspended. Tenants who have not provided the council with sufficient information to allow them to process their application will be contacted to do so and advised that failure to provide will result in further action being taken.

4.1.6 Liaison Arrangements

Staff members will liaise with all relevant agencies, particularly Housing Benefit (WDC) and Universal Credit (DWP). Tenants who have agreed to have their benefit paid direct to the Association should sign a mandate permitting the release of information in relation to their benefit claim.

Clydebank Housing Association will participate in all arranged meetings with the DWP, WDC and any other relevant bodies involved in benefit award/processing. Named contacts will be sought and recorded and regular contact made by staff to discuss individual issues and claims.

The Association will liaise with welfare benefits agencies and will develop arrangements for its tenants to access these agencies.

We will refer all relevant arrears cases to our in house welfare Rights Officer (WRO), **a service currently provided by CAB**, to ensure that every income maximisation and welfare support route is followed.

Referrals will be made to relevant advice and benefits agencies in the rare event that CHA's WRO is unable to help.

4.1.7 Information to Tenants

Tenants will be provided upon request with accurate and up-to-date information about their rent account, usually in the form of a statement.

The Association will send annual rent statements to tenants not on Housing Benefit.

All tenants will be provided with details of how to access the tenant portal following implementation of our new Housing Management system in late 2020.

4.1.8 Support services

During any contact regarding arrears we will ask a question regarding support needs. If any support needs are highlighted, we undertake, where possible, to provide support or to refer the tenant to our own WRO or an appropriate partner agency. To facilitate this we work in partnership with a number of local agencies, which are listed in appendix 1 at the end of this policy.

4.2 Control and Recovery

4.2.1 Response to arrears and contact with tenants

The Association will contact a tenant who has missed a rent payment **within 1 week.**

The Association will monitor all rent accounts at least fortnightly, and contact tenants in arrears detailing the level of arrears, urging contact, providing telephone numbers of money advice centres, providing telephone number of the Council re Housing Benefit applications, stating homelessness can be avoided.

The following methods of contact will be used (In order):

- Telephone or visit
- Email or visit
- Text message or visit
- Messenger application or visit
- Letter and visit

The Association will make all attempts possible to interview all tenants who accrue two months' rent arrears.

Up to three visits at different times should take place to a tenant who has had a legal notice served on them to ensure face to face contact has been achieved.

Interviews will ascertain income, outgoings, need of support, need for money advice, cycle of wages, payment arrangement. Tenants should be clear that if they continue non-payment or partial payment, they are at risk of losing their home.

All support issues will be dealt with sensitively and in confidence. Where possible staff will provide direct support at interview, e.g. balancing income

and outgoings, assist in completing a Housing Benefit application etc. Where direct support is not possible referral to our WRO **service**, Tenancy Sustainment worker or appropriate agency, e.g. addiction or debt counselling will take place.

Our own Welfare Rights **service** offers a specialised welfare rights and income maximisation service which is fully accessible to our tenants via office surgeries.

All payment arrangements made will be confirmed in writing **or email**, stating the amount of arrears, the agreed repayment and the consequences of missing payments. The letter should also confirm addresses of debt counselling agencies.

A Notice of Proceedings will normally be served on a tenant where arrears of 2 months or more are due, and no payment agreement is in place and/or where an arrangement has been broken. NOP's can be served on arrears less than two months where a payment agreement has been persistently broken or where the tenant, despite efforts, is making no attempt to address their rent arrears.

4.2.2 Payment Arrangements

Realistic repayment arrangements should be made considering all factors of the tenant's circumstances which could affect the tenant's ability to repay the debt within a given time. Too high an arrangement is likely to lead to arrears continuing or worsening, too low an arrangement gives the tenant the wrong impression that arrears are acceptable to the Association.

If a tenant is in receipt of an Income Based Benefit, the tenant should be encouraged to sign a Direct Payment mandate which allows weekly deductions from their benefit.

Where a tenant refuses to sign this, a direct application can be made by the Housing Association so long as the debt level meets the criteria.

Payment arrangements should generally tie in with the tenant's wage or salary cycle until their account is clear. At this stage the tenant should be given the option of paying monthly in advance or fitting in with their wage cycle, as long as they are a minimum of one month in advance as required in their missive.

4.2.3 Recording

Accurate records should be kept on the housing management computer system of letters sent; house visits, arrangements made and HB and UC eligibility to allow staff to monitor each rent account. Records of all attempts to contact the tenant and outcomes will also be recorded.

4.2.4 Joint Tenants

Joint tenants should be made aware that they have joint responsibility for rent arrears repayment. They should also be clear that the Association will recover arrears from either tenant if one is not complying with payment.

4.2.6 Benefits

4.2.6.1 Housing Benefit Overpayments

We will agree with the Council, and where possible, individual tenants the method of paying back overpayments.

4.2.6.2 Maximising uptake of benefits

The Association will develop links with other organisations to promote the availability of benefits to tenants through our own Welfare Rights **service**. The Association will use its newsletters and website as a forum for providing information.

4.2.7 Broken Arrangements / Frequent Non Payment

In cases where the Association has served a Notice of Proceedings on the tenant and the tenant still does not pay or breaks the arrangement, the Association should ask the tenant for voluntary wage deductions. Not all employers will agree to this due to the extra administration involved.

The tenant should be aware that this could allow them to avoid court action dependant on how quickly payments can be received. The amount should include the full rent and an agreed amount towards the arrear. This should fit in with the tenant's wages cycle. The first payment should be capable of being received at the office within 4 weeks of approaching the employer. The tenant should approach their employer within 48 hours of completing the arrears agreement interview.

If a wage arrestment is refused or the tenant refuses to enable the process with no other form of payment agreement, then escalation to legal action stage will follow.

5. Legal Action

Legal action should always be seen as a last resort. We will at all times attempt to ensure that a tenant can maintain their tenancy and not be made homeless. Other forms of action such as lowering payment arrangements, Direct Payments from benefits and wage arrestment should be pursued before a decision to seek decree for possession is made. Maximum use of referral agencies should also be used.

There may be occasions when all attempts to get a tenant to pay fail. In these instances we will seek and enforce a decree for eviction.

Committee will make decisions on whether to seek decree and on whether to suspend legal action.

5.1 Notice of proceedings (NOP)

The first stage in legal action will be the service of a Notice of Proceedings. We will adhere to the legal principles (**pre action requirements or PARS**) in serving an NOP, in particular criteria listed in law as pre action requirements. These relate to:

- 1) The tenancy agreement
- 2) Information on Housing Benefit, Universal Credit and financial assistance
- 3) Information on Debt advice
- 4) Payment agreement opportunities
- 5) Housing Benefit confirmed as due
- 6) Steps taken to pay the arrears
- 7) Sticking to a payment agreement
- 8) Contacting the local authority re housing situation

Where service of an NOP is required, the notice will only be served where all pre action requirements have been assessed and where service of the notice is absolutely necessary. There is no prescribed level of arrears where an NOP can be served, however, as a general rule, NOP's will only be served on tenants where arrears are increasing and/or a payment agreement has been broken on at least one occasion. Full details of the pre action requirements can be requested from our office.

NOP's will be served on all persons living in the house aged 16 and over.

We will not serve an NOP where:

- An application for Housing Benefit or Universal Credit has been lodged and we have indication from West Dunbartonshire Council or the DWP that HB or UC will be granted or is likely to be granted.
- We are unable to meet any of the 8 per-action requirements
- Doing so would jeopardise or cancel out any existing legal action

A Notice of Proceedings remains valid for a period of 6 months. We may issue a new notice before expiry if the arrears have not been addressed. The new notice would invalidate and replace the original notice. If after 6 months the arrears have not been addressed we may serve a new notice.

6. Delegated responsibility

Staff will deal with rent arrears cases on a day to day basis. Staff will have responsibility for ensuring that appropriate action is taken up to recommending decree for eviction is sought. Committee will make decisions on when decree should be enforced.

To facilitate this, a legal issues report continuing recommendations for any eviction actions will be presented to the first available Committee meeting. The report will contain a background on the case along with a recommended action from the Head of Housing Services.

Where a case calls in between meetings, an email poll will be conducted by the Housing Officer, who will contact all Management Committee members for approval before any eviction is actioned. The email poll and outcome will retrospectively be included in the next available legal issues report and presented at the next available meeting.

7. Notification to others

West Dunbartonshire Council Homeless Section will be notified where we are pursuing a decree for eviction in keeping with the Housing (Scotland) Act 2010 section 11 requirements. In some cases it may be appropriate to refer the tenant to WDC at the stage where a legal notice is served, however most tenants will be referred at the stage where we ask for the tenant to be booked into court.

Where court action is instigated against a household with any children (under 18 years old) the Council's Social Services Department will be notified of the action and its potential consequences.

As these actions may prevent homelessness no authorisation mandates are required from tenants.

8. Performance Indicators

We will always have in place systems to measure:

- the level of technical and non-technical (current) arrears
- the level of former tenant arrears
- the level of gross arrears (current plus former)
- rent arrears as a percentage of rent receivable
- trends in arrears
- the number of legal notices served
- action taken on tenants with 3 months arrears or more
- the number of court cases suspended
- the number of tenants evicted

9. Performance Monitoring

We will put in place systems to monitor whether we are meeting our targets and consider appropriate action if we are not. A quarterly arrears report will be presented to the HMMSC containing, as a minimum, the performance indicators as at point 8 above.

10. Continuous improvement

We are committed to continuously improving our performance in relation to rent arrears.

- We will benchmark against other organisation's performance.
- We will provide staff with training that allows them to carry out their functions.

- We will develop a customer focused service by working in partnership with other organisations which can benefit our tenants, for example debt counselling services, WDC Housing Benefit Section, WDC Support Team and the DWP.
- We will issue customer satisfaction questionnaires after any payment agreement interview.

11. Confidentiality

Information contained in reports to Committee will be presented anonymously so that tenant's confidentiality is protected at all times.

12. Former Tenant Arrears

12.1 Prevention

The main way to prevent former tenant arrears from arising is to have effective policies and procedures in relation to current tenant's rent arrears.

We will also ensure that appropriate partnership agreements and liaison arrangements are in place.

We will also ensure that we have in place a suitable Housing Management software system allowing all aspects of the rent account to be monitored by staff, which provides accurate and up to date information, and which allows streamlined and efficient methods of working and actioning arrears for staff.

We will offer a third party welfare rights, debt counselling and income maximisation service through our partners at the Clydebank Independent Resource Centre.

12.2 Recovery

We will attempt to recover former tenant arrears by some or all of the following:

- Writing to the tenant prior to the tenancy end giving the amount due
- By writing to the tenant, or in the case of deceased tenants their executor after the tenancy has ended – within 4 weeks of the end of tenancy date
- Following up with another letter if the first has no effect – within 6 weeks
- Possibly writing to Sheriff Officers to issue a legal letter if no response – within 8 weeks of the end of tenancy date and where the cost is justified.
- Possibly initiate a small claim action if likely to succeed, cost is justified and/or if no response to legal letter – within 10 weeks of the end of tenancy date

- Tracing the tenant – within 8 weeks of leaving property (allows FT to establish themselves at another address). Sheriff Officers will also attempt to get address of employer if requested and cost is justified.
- Wage arrestment possibility – within 4 weeks of final letter if no response (a decree is required to facilitate this)
- We will monitor all active former tenant arrears accounts on at least a two weekly basis.

12.3. Monitoring

We will monitor the effectiveness of former tenant debt recovery methods. Committee will receive monthly reports on the level of former tenant arrears outstanding. Legal issues reports will also be made to ensure required approval from committee is received prior to cases calling at court.

12.4. Writing off Debts

Former tenant arrears which are deemed to be irrecoverable will be written off at the end of each financial year. If a former tenant did make an arrangement to repay after they have been written off, this could be recovered as “bad debt recovered”. Although ‘written off’ where information is received that could mean recovering some or all of the debt pursuance will take place for the ‘bad debt’

Arrears will only ever be written off where all reasonable routes of pursuance have been taken. Reasons for write off may include, but are not limited to:

- The debt is uneconomical to collect; i.e. the cost of collection is greater than the value of the debt
- The debt is time barred, where the statute of limitation applies. Generally, this means that if a period of six years has elapsed since the debt was last demanded the debt cannot be enforced by legal action.
- The debtor cannot be found or communicated with despite all reasonable attempts to trace the debtor.
- The debtor is deceased and there is no likely settlement from the estate or next of kin.
- Hardship, where permitted, on the grounds that recovery of the debt is likely to cause the debtor serious financial difficulty.
- Insolvency where the organisation or person has gone into bankruptcy and there are no assets to claim against.

*Removed info regarding covid-19 Pandemic

13. Complaints Procedure

Any applicant who has a complaint about the way they have been dealt with can ask for a copy of the Association’s Complaints procedure which will explain the steps they should take.

14. Policy Review

The arrears policy will be reviewed every 3 years or sooner if linked legislation or guidance changes.

Appendix 1 – Support Services

West Dunbartonshire Council Social Work Department – family and social support services

DACCA – Alcohol and drug addiction services

West Dunbartonshire Council Money Advice service – financial advice

Citizens Advice Bureau – wide ranging legal and advice services

Y-Sort It – support to young persons on maintaining their home

West Dunbartonshire Council Homeless Services – tenancy sustainment support and advice

Appendix 2 – Equalities Impact Assessment

Clydebank Housing Association Equality Impact Assessment Tool



Name of the policy / proposal to be assessed	Arrears Policy	Is this a new policy / proposal or a revision?	Revision
Person(s) responsible for the assessment	Joe Farrell (Head of Housing Services)		
1. Briefly describe the aims, objectives and purpose of the policy / proposal	To outline how we manage arrears for current and former tenants. To offer appropriate preventative support for tenants and positively impact tenancy sustainment. To manage debt and bad debts and reduce the impact on any future rent increase and budget. To promote a payment culture.		
2. Who is intended to benefit from the policy / proposal? (e.g. applicants, tenants, staff, contractors)	Tenants		
3. What outcomes are wanted from this policy / proposal ? (e.g. the benefits to customers)	Tenants in arrears – rent accounts will be managed in a uniform and fair manner. Support services to enable tenancy sustainment are available with mechanisms for tenants to tap into. A clear guide as to what can happen should rent not be paid on time.		

4. Which protected characteristics could be affected by the proposal? (tick all that apply)

Minority Ethnic
 Gender
 Disability
 Sexual Orientation
 Age
 Religion
 Transgender /Transsexual
 Marriage /Civil Partnership
 Pregnancy /Maternity

5. If the policy / proposal is not relevant to any of the protected characteristics listed in part 4, state why and end the process here.
All tenants in arrears will be dealt with the same way. The policy ethos is one of prevention through support to all.

	Positive impact(s)	Negative impact(s)
6. Describe the likely positive or negative impact(s) the policy / proposal could have on the groups identified in part 4	None	None
7. What actions are required to address the impacts arising from this assessment? (This might include; collecting additional data, putting monitoring in place, specific actions to mitigate negative impacts).	No actions are required.	

Signed: Joe Farrell

(Job title): Head of Housing Services

Date the Equality Impact Assessment was completed: 23 October 2023

Please attach the completed document as an appendix to your policy / proposal report