



# Housing Income Policy

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**Person Responsible: Head of Housing Income**

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## 1. Purpose

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

### **‘Help me understand my charges and pay my rent’**

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 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.

## 2. What matters

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. Residents informed us that the following principles were important:

- ‘Allow me to access and understand information relating to my rent at a time that suits me’.
- ‘Ask me how I want to be communicated with’.
- ‘Explain what I am paying for, how my service will be delivered and reviewed’.
- ‘Tell me about the support and advice available to me’.
- ‘Listen and understand my situation, show me empathy and compassion through a consistent approach’.

## 3. Abbreviations and Definitions

<i>Term</i>	<i>Definition</i>
Pay by Link	Beacon Housing 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.
Alternative Payment Arrangement	<a href="http://www.gov.uk">Alternative Payment Arrangements - GOV.UK (www.gov.uk)</a>

Pre-Action Protocol for Possession Claims	<a href="https://www.justice.gov.uk/courts/procedure-rules/civil/protocol/pre-action-protocol-for-possession-claims-by-social-landlords">https://www.justice.gov.uk/courts/procedure-rules/civil/protocol/pre-action-protocol-for-possession-claims-by-social-landlords</a>
Housing Benefit Regulation 88	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
Allpay	<a href="#">The Ultimate Payments Solution   allpay Limited</a>

## 4. Policy Content

### 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

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 Holders 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 start 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 or adopted 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 2). 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
- Set up rent accounts with accurate information from day 1
- Make Essential data accessible
- Explain the rent and charges clearly

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 RHW 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 to be agreed by the Head of Housing Income/Head of Neighbourhoods.

#### **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 payment advisor/community housing officer will offer support and advice to develop a new payment plan if required.

Where explicit consent, or legal grounds exist, Beacon 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 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 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.

<b>Payment Plan Trigger</b>	<b>Action to be taken</b>
No Payment	<p>Within 7 days – Beacon Housing 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 Housing will continue to attempt to make contact.</p>
2 <sup>nd</sup> no payment & no confirmed payment plan	Within 7 days of 2 <sup>nd</sup> no payment – A letter will be sent offering support and an alternative payment option. Where applicable a MPTL and/or TPD will be requested.
3 <sup>rd</sup> no payment & no confirmed payment plan	Within 7 days of a 3 <sup>rd</sup> no payment – A Home Visit will take place.
Overpayment	Within 10 days – Beacon will ‘check-in’ via the residents preferred communication method.
<p>1<sup>st</sup> Underpayment</p> <p>Underpayments can vary in size; significant underpayments may result in Beacon Housing following the ‘no payment’ actions above.</p>	Within 7 days – A reminder will be issued for payment along with an alternative payment option via text or email.

2 <sup>nd</sup> Underpayment	<p>Within 7 days – Beacon Housing will enquire on what has happened and offer an alternative payment option.</p> <p>If no contact is made Beacon Housing will continue to attempt to make contact.</p>
3 <sup>rd</sup> or more Underpayment (with 3 months / 14 weeks rent arrears)	Within 7 days - A Home Visit.
When rent arrears equate to 3 months or 14 weeks and no repayment plan is place.	<p>A pre-NOSP checklist will be completed, and a Notice of Seeking Possession will be served. Options include:</p> <p><b>RHW23 – Secure Contracts</b>  <b>RHW20 – Standard Contracts</b>  For serious rent arrears (over 8 weeks / 2 months)  <b>RHW21 – Introductory, Standard and prohibited Contracts</b>  For serious rent arrears (over 8 weeks / 2 months)  <b>Where RHW20 or RHW21 is being used, arrears need to have reached 8 weeks / 2 months</b></p> <p>All notices can be found at:  <a href="https://senedd.wales/media/z3cfrzjn/sub-ld15008-e.pdf">https://senedd.wales/media/z3cfrzjn/sub-ld15008-e.pdf</a></p>
Notice has been served, rent arrears are more than 3 months / 14 weeks and no repayment plan has been developed.	<p>The Pre Court Protocol will be completed &amp; an application for a hearing made. A request for full repayment or an agreed repayment plan.</p> <p><a href="https://www.justice.gov.uk/pre-action-protocol/possession-claims-by-social-landlords">Pre-Action Protocol for Possession Claims by Social Landlords (justice.gov.uk)</a></p>
No agreed repayment	10 days before court hearing Beacon Housing will send a letter with the court date.
Court Hearing	Beacon Housing will attend the Court Hearing presenting any applicable evidence.
Court hearing outcome	Beacon Housing 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 Housing 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 Housing may proceed with a Warrant for Eviction.
Warrant for Eviction hearing	Beacon Housing will attend the Court Hearing presenting any applicable evidence.

Court Hearing Outcome	Beacon Housing will inform the resident of date that bailiff will attend, locks will be changed, and the contract will end.
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#### **4.7 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 Officer and reviewed by a Senior Housing Officer or 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 too and seek confirmation from the Head of Housing Income that a notice of the intention to repossess can be served.

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

#### **4.8 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.

#### **4.9 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.

#### **4.10 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.

#### **4.11 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 court's 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.

#### **4.12 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. 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.

#### **4.13 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 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.

All evictions are monitored and a report is provided to the Director of Homes and Communities outlining the details of all evictions that have taken place on a quarterly basis.

## 5. Monitoring and measures

Beacon Cymru will monitor measures that help us to understand if we are meeting defined purpose in section 1. These measures will include:

- What actions are recorded against rent accounts. The balance at the time of that action. These will be studied within a capability chart.
- The total value of arrears remaining after a contract has ended.
- The most successful method of payment.
- Actions taken following a change of circumstance such as a returned direct debit, or benefit claim.
- The percentage of rent collected against the charge made, monitoring this on an organisational, area, scheme and individual basis.
- The accuracy of data we hold which can impact on the payment of rent and any missing information. For example, contact preferences, household make up, income sources, benefit types, disabilities, age, number bedrooms, active direct debits, language preferences and payment plans.
- How many repeat calls are received for a single issue.
- Request regular resident feedback on our rent service.
- Measure our staff knowledge and skills in the rent service.

Beacon is an active member of the Rental Exchange, we believe that everyone should be treated equally, no matter if they are a tenant or a homeowner. The initiative aims to tackle the financial, digital and even social exclusion challenges that rental tenants often face compared to homeowners. By observing rental payment data in the same way that as mortgage payment data. The Rental Exchange will incorporate a tenant's payment history in their credit file with no cost to either the housing provider or tenant. [The Rental Exchange Initiative | Consumer Information | Experian Business](#)

## 6. Linked policies

### 6.1 Fitness for Human Habitation (FFHH)

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

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 team to inform the Officer via an internal process who will 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.

## **6.2 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.

## **6.3 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.

## **6.4 Fraud**

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

## **6.5 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.

## **6.6 Succession**

Beacon Cymru will continue to charge rent and service charges after the death of a contract holder until the contract is ended. Any amount owed to Beacon Cymru will be claimed from that deceased's 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.

## **6.7 Insolvency**

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

## **6.8 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.

## 6.9 Recharges

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

## 7.Relevant Legislation

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)
- Data (Use and Access) Act 2025
- 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

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 or 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 Housing is not a public authority but does exercise public functions when allocating and managing social housing. Beacon Housing 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 statement**

- The Group operates a 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 all of the legal requirements contained in the General Data Protection Regulations (GDPR), the Data Protection Act 2018, Data (Use and Access) Act 2025 and all guidance and best practice issued by the Information Commissioners Office.

## 9. Welsh Language

The Group acknowledges that members of the public can express their opinions and needs better in their chosen language. Therefore, we will ensure that services are available through the medium of Welsh if requested, are of a high quality and are provided in a timely manner.

## 10. Equality Impact Assessment Screening

What are the day-to-day activities under this policy, function, decision or process?	
Collection and management of rent accounts.	
Are you assessing changes to one of the following policies, practices, decisions or services?	Tick Here
Strategic budgetary decision	
Grant-making activity	
A change to service delivery	X
ASB	
Repairs, maintenance and/or WHQS	
Rent	X
Allocations or lettings	
A recruitment or pay policy	
Communications or contact with tenants	X
A policy or decision that affects tenants, employees or the wider community	X
A major policy or practice that significantly affects how functions are delivered in terms of people with protected characteristics	
Relates to activities that have previously been shown as important to particular characteristics	X
Relates to a policy/practice where there is significant potential for reducing inequalities or improving outcomes	X
Relates to an area where there are known inequalities e.g. accessible housing, pay gaps, racist or homophobic harassment, communications	X
Relates to an area where there is a lack of data, evidence or published research	

**If any of the above are ticked – proceed to full EQiA (to follow this page)**

Is a full EQiA required?	<input type="checkbox"/>
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If a full EQiA is not required, please provide an explanation for the decision below:
Policy has not been amended just updated to apply across all of Beacon.

Completed by: Paul Langley

Date: 10/09/2025

## **11. Complaints, disputes and concerns**

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 by telephone, email, live chat, visit or by letter.