



Debt Recovery Policy

<p>Compliant with:</p>	<p>Scottish Social Housing Charter</p> <p>Indicator 1 – Equality Indicator 2 - Communication Indicators 7, 8 & 9 – Access to Social Housing Indicator 11 – Tenancy Sustainment Indicator 13 – Value for Money Indicators 14 & 15 – Rents & Service Charges</p> <p>Regulatory Framework</p> <p>Standard 2 -</p> <p>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 priorities.</p> <p>Standard 3 -</p> <p>The RSL manages its resources to ensure its financial well-being, while maintaining rents at a level that tenants can afford to pay.</p> <p>Standard 4 -</p> <p>The governing body bases its decisions on good quality information and advice and identifies and mitigates risks to the organisation’s purpose.</p> <p>Standard 6 -</p> <p>The governing body and senior officers have the skills and knowledge they need to be effective.</p>
<p>Compliant with Tenant Participation Strategy:</p>	<p>Yes</p>
<p>Compliant with Equality & Diversity:</p>	<p>Yes</p>

Compliant with Business Plan:	Yes
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Date of Approval:	February 2024
Date for Review:	February 2027

Responsible Officer:	Director of Customer Services
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This policy is available in main languages used locally. Please contact us by email at enquiries@barrheadha.org or by phone on 0141 881 0638 to discuss how we can best meet your needs to access this document.

Contents

Section A

1. Introduction
2. Aims and objectives of policy
3. Current tenant rent arrears
4. Former tenant rent arrears
5. Rechargeable repairs
6. Factored owner arrears
7. Unrecoverable debts
8. Equality & diversity
9. Complaints
10. GDPR
11. Policy review

Section B

- Appendix 1: Regulatory & legal framework
- Appendix 2: Performance monitoring
- Appendix 3: Debt recovery processes
- Appendix 4: Rechargeable repair costs responsibilities
- Appendix 5: Equality Impact Assessment screening

Section A

1. Introduction

- 1.1** The income we receive from rents, service charges and management fees are our primary streams of income. This income enables Barrhead Housing to deliver services to our customers, such as repairs, investment in properties and community investment.
- 1.2** Minimising any debts owed to Barrhead Housing is important to ensure that high quality services can continue to be sustainably provided to our customers and to help ensure we meet our business objectives and financial commitments.
- 1.3** This policy covers our approach to recovering debts from current and former tenant rent arrears, current and former factoring arrears, and current and former rechargeable repairs.

2. Aims and Objectives of Policy

- 2.1** The principal objective of the debt recovery policy is to robustly pursue and reduce the amounts of arrears outstanding and numbers of our customers in arrears for services delivered by Barrhead Housing. We will tackle arrears promptly to prevent any debts owed by our customers becoming unmanageable. We will aim to ensure that our debt recovery policy and practice conforms with law and good practice in minimising debts owed. **Appendix 1** provides details of the legal and regulatory framework, as well as references for best practice.
- 2.2** We will have effective controls in place and a range of payment options available to maximise income and minimise debt. All customers will know how much they are due to pay, when they are due to pay and how often they are expected to pay. This will contribute to our wider aim of preventing homelessness within our area.
- 2.3** Barrhead Housing will only consider legal action as a last resort. This will apply to both current and former customer arrears. Eviction from a tenancy for any rent arrears will only be considered when all other avenues to recover debt have been exhausted. Any proposed evictions granted by a Court or Tribunal are subject to final approval from our Governing Board before these can take place.
- 2.4** We will strive to maximise uptake by customers of Housing Benefit, Universal Credit, and other welfare benefits to which they are entitled. Where appropriate, and where customers have failed to make sufficient rent payments, we will encourage tenants to mandate benefits directly to Barrhead Housing to ensure reduction of any debts and consistency of future payments.
- 2.5** We will take a holistic, inter-agency approach in dealing with debts owed by customers to Barrhead Housing. For example, we will work closely with partners such as the Department for Work and Pensions, East Renfrewshire Council, and East Renfrewshire Citizens Advice Bureau to ensure that the needs of households are dealt with on an individual basis. This may involve the sharing of information, in line with our policy on GDPR and local data sharing agreements.
- 2.6** We shall ensure that members of the team responsible for debt recovery receive comprehensive and

ongoing training in effective arrears control and debt management. This will include the sharing of best practice with colleagues within Barrhead Housing and in the wider social housing sector.

- 2.7** We will develop and implement performance management systems for monitoring both the effectiveness and efficiency of our debt recovery actions. Performance on debt recovery will be subject to scrutiny from our Governing Board and any relevant sub-committee. **Appendix 2** lists current indicators used to monitor performance.
- 2.8** **Appendix 3** lays out processes for recovery of each type of debt, including timescales of steps we will take to pursue any debts owed. Authority is delegated to the Director of Customer Services to amend these processes as required by operational demands, but always within the scope of this policy and the legal framework as set out in **Appendix 1**.

3. Current Tenant Rent Arrears

- 3.1** The Scottish Secure Tenancy and Short Scottish Secure Tenancy outline contractual responsibilities for tenants. This includes a requirement to pay rent in full on or before the 1st of each month. It is the tenant's responsibility to pay their rent and/or service or other charges in line with their tenancy agreement. Payment for housing costs must be considered a priority. We will provide clear and understandable information to anyone falling into arrears with us and be clear on the consequences of ongoing debt.
- 3.2** If two or more people have signed the Tenancy Agreement, they are jointly liable for the payment of rent. This means that each person is fully responsible for debts that arise from non-payment of rent or rechargeable repairs.
- 3.3** Our main objective is to prevent arrears arising in the first place. We want tenants to sustain their tenancies by avoiding debt which may threaten their tenancy and will provide support to help them to remain in their homes wherever possible. We are committed to preventing debt and we will adopt a reasonable, supportive approach to our customers with the emphasis on prevention and tailored advice.
- 3.4** Details of support and advice providers are updated regularly. These are available to our customers at our office and our website. Our Customer Services team has access to a toolkit of available supports and referral mechanisms for specialist support for customers in need. This includes offering a detailed benefit assessment by our Welfare Rights Officer to all tenants when their rent account is in arrears to assist in the management of the tenancy and ensure that rent is paid.
- 3.5** We will give full information about the rental & service charge of the property and be clear with prospective tenants that they understand the costs involved in holding a tenancy, including that rent and associated charges are due in advance.
- 3.6** Prior to a tenancy starting, we will offer a financial assessment of a prospective tenant's circumstances and sign post them to Welfare Rights Officer if required. In line with legislation, income will not be used to assess an applicant's suitability for a property, except where an applicant has no recourse to public funds.
- 3.7** We recognise that some tenants are unable to meet their responsibilities regarding rent payment due to financial hardship or other vulnerabilities (see **3.9**). We are committed to supporting our tenants and working with them to help them maintain their tenancy. We will only consider legal action to recover

rent arrears where all agreed escalation processes and actions prove ineffective. We will use a range of contact such as emails, letters, telephone calls, texts, home visits and office appointments in attempts to recover debts owed. Our process for pursuing rent arrears is set out in **Appendix 3**.

- 3.8** We will ask in all instances that any arrears owed to be repaid in one payment. Where this is not possible due to evidence of financial hardship, we will agree an affordable payment plan to reduce the debt by realistic and sustained instalments over a specific period. Any repayment agreement will be based upon a detailed assessment of the tenant's ability to pay and/or the court's recommendation and will be notified to the tenant in writing once agreed.
- 3.9** Many of our tenants are vulnerable through circumstance or lifestyle. We are committed to understanding our customers' circumstances and tailoring our responses appropriately. Some factors such as mental health, a person's age or disability may necessitate a more pragmatic and holistic response by our staff. This may include speaking to third parties such as the Health and Social Care Partnership, East Renfrewshire Council, and advocacy organisations such as Citizens Advice Bureau or Shelter Scotland where appropriate.
- 3.10** For households with young children normally resident, the local authority Social Work team will be notified that that we are considering issuing a Notice of Proceedings to commence legal proceedings through our Pre-Action Requirements obligations. This will allow them to engage and offer support that may prevent the tenancy failing.
- 3.11** Where a tenant in rent arrears does not competently speak English, we will use interpreting services to ensure our tenant clearly understands their responsibilities and possible consequences of continuing to fail to pay their rent in full.
- 3.12** Any tenant in arrears will be contacted using clear and plain language. We will offer sources of advice and assistance to any tenants struggling with their rent to ensure compliance with the pre-court requirements of the Housing (Scotland) Act 2010, known as 'pre-action requirements'. These are defined by the Act as:
- The landlord has provided the tenant with clear information about the terms of the tenancy agreement, the outstanding rent, and any other outstanding financial obligation of the tenancy, including a description of any charges likely to be incurred if the money is not paid.
 - The landlord has made reasonable efforts to provide the tenant with advice and assistance on whether the tenant may be able to get housing benefit or other financial help (such as benefits or grants).
 - The landlord has provided the tenant with information on where to go for debt advice and assistance.
 - The landlord has made reasonable efforts to agree with the tenant a reasonable plan for paying the money due and paying the rent in the future.
 - The landlord has asked the tenant if they have made an application for housing benefit and, if they have done, the landlord has considered the likely effect of that application on the money due.
 - The landlord has considered whether the tenant is taking any other steps to pay the money due.
 - The landlord has considered whether the tenant is taking any other steps to pay the money due.

We will not issue a Notice of Proceedings for rent arrears owed unless all pre-action requirements have been satisfied. Every effort will be made by our team to maintain contact with the tenant throughout the legal process up to the Court hearing. This will include our usual methods of contact, plus evening or other out of hours visits to their home or workplace if necessary.

- 3.13** Decrees for eviction and summary cause action for repayment of rent arrears will be requested at the Court hearing if no further information is made available to us regarding the tenant's circumstances. All requests to implement a decree for eviction or to continue a tenancy will be approved in advance of the Court hearing by the Executive Team. No eviction will proceed unless authorised in advance by the Governing Board. The decision to request a decree for eviction will only be taken when all other means of recovery of rent arrears have been exhausted.
- 3.14** If a decree for eviction is granted, we will inform Social Work Services of the date from which it is valid and provide any new additional information required to support the household facing eviction. Should a decree be granted, the tenant and any qualifying occupiers will be notified of their decision and contact made with the relevant statutory authorities. The tenancy will then be ended on the eviction date by Sheriff Officers engaged by Barrhead Housing or our legal advisers.
- 3.15** We reserve the right to recover all legal costs, as determined by the Court, associated with any court action from the tenant.
- 3.16** Where a tenant owes money to Barrhead Housing, they will not be eligible to receive any compensation payments or rent refunds from us or from our contractors. This may include payments for planned maintenance work or for being decanted to another property. Any relevant compensation will be used by us to reduce or clear any debts owed. Tenants will receive any compensation money left once the debt has been cleared.
- 3.17** A tenant may only receive a refund for rent if there is a credit on their account after the rent due in advance for the month has been paid.

4. Former Tenant Rent Arrears

- 4.1** Former tenant rent arrears generally arise when a tenant dies, gives up the tenancy, abandons the property or is evicted from a tenancy, leaving unpaid rent. The process for recovering former tenant rent arrears is outlined at **Appendix 3**.
- 4.2** We will employ various methods of recovering any debts owed by former tenants, including letters, emails, texts, phone calls, visits, and legal action (such as wage / income arrestment) as outlined in this policy. We may also carry out trace searches for former tenants where we do not have a forwarding address or contact details. Where we cannot trace a former tenant, we will wait a minimum of twelve months before writing off any former tenant debt as unrecoverable.
- 4.3** Former tenants applying for rehousing with Barrhead Housing will not be made an offer of housing unless any former tenant debts are either cleared in full or fall below the equivalent of one month's current rent and an agreement has been set up and adhered to for a period of at least 3 months. Where a former debt has been written off, we will still expect this debt to be repaid as above prior to any offer of housing being made.

5. Rechargeable Arrears Debt

- 5.1** Barrhead Housing and our customers share responsibility for keeping properties well maintained and safe. These responsibilities are detailed in the tenancy agreement. **Appendix 4** offers a summary of the

main tenant and landlord responsibilities for repairing and maintaining people's homes. The Scottish Secure Tenancy Agreement highlights that the tenant is responsible for repairing or paying for repair of damage caused wilfully, accidentally, or negligently by the tenant, anyone living with the tenant or a visitor to their home. The criteria for repairs for Factored owners are laid out in the Statement of Services, which is reviewed annually.

5.2 This policy defines a 'rechargeable repair' as one, which meets the following:

- 5.2.1** The repair is the responsibility of the tenant to carry out (**see Appendix 4**);
- 5.2.2** The damage to the property is due to wilful damage, neglect, misuse or abuse by the tenant, their family, or visitors to their property or immediate common parts;
- 5.2.3** The damage to the common area of the property is due to wilful damage, neglect, misuse or abuse by the resident, their family or visitors of a privately owned property or common area factored by Barrhead Housing;
- 5.2.4** The tenant has failed to provide a police incident number for works they advise have been of a criminal nature;
- 5.2.5** Repairs required when a tenant has terminated their tenancy to return the property to a re-lettable standard.

5.3 Where Barrhead Housing is responsible for the work to be carried out, we shall do this in accordance with our maintenance policy. In some circumstances, we will make a claim through our insurance policy. We will only claim for works that are economical to do so in terms of the policy excess.

5.4 If established that a repair is the responsibility of the tenant, it is considered good practice to advise the cost of the repair and the timescales for completion as soon as possible. This should be paid for in advance if possible, or a phased payment of at least 50% should be received before work commences.

5.5 In situations where wilful damage and poor management of the property have occurred, we shall consider the action to be taken before proceeding with the repair. Where the repair is minor, cosmetic and or does not lead to an unsafe situation the repair will not be carried out. Charges for rechargeable repairs will be applied at an appropriate cost to ensure all labour and material costs incurred by Barrhead Housing to complete the repair are met.

5.6 We recognise that the circumstances of how a repair is required and who is responsible can sometimes be complex. Our team are empowered to use their experience and discretion in determining whether to apply any recharge. Where a delay in collecting the advance payment is likely to present a risk to the customer or property, repair works will be instructed, and the recovery of the debt will follow later.

5.7 We recognise that while all debts owed due to rechargeable repairs should be pursued, it is often not cost effective to pursue some repairs. We will review each case and decide whether to seek recovery of the charge. We will not issue an invoice for any bill that is under £25 in value as these are uneconomic to recover. All circumstances will be considered. The following list of factors we may consider is not exhaustive, nor will the circumstances below necessarily mean a rechargeable repair debt will not be pursued:

- Health conditions of the customer;
- Low income or financial insecurity of the customer;
- Where a customer is not able to be traced;
- Death and there is no known estate.

- 5.8** Where a tenant requests a transfer of housing but refuses to make good damage or pay rechargeable bills, then the transfer will not go ahead unless the tenant has kept to an agreement to pay for the debt for a period of at least three consecutive months. We may waive this requirement in exceptional circumstances.
- 5.9** The process for pursuing rechargeable repairs debt is laid out in **Appendix 3**.

6. Factored Owner Arrears

- 6.1** We will work closely with all new homeowners to ensure that they are aware of their full range of responsibilities contained within their Written Statement of Services and/or Deed of Conditions, including obligation to pay factoring charges on receipt of their factoring invoice. We will confirm that failing to pay factoring charges when due could have serious implications.
- 6.2** We will provide our new homeowners with a range of advice and assistance when they purchase their new home. This will include advice and information on factoring charges, how often the factoring fees are due, how and where they can pay their factoring charges and who they should contact if they have any difficulties with their payments.
- 6.3** We will engage quickly and work closely with all factored homeowners whose factoring account goes into arrears to prevent arrears building up. This may include issuing letters, text messages, emails, phone calls, home visits and where required carrying out rent and wage arrestment and issuing Notices of Potential Liability and inhibitions where the factoring debt exceeds £250.
- 6.4** We will explain to customers concisely the action that we are taking to recover factoring arrears, stressing the serious implications of non-payment.
- 6.5** We will arrange and monitor repayment plans closely in accordance with our Factoring arrears process to prevent the arrears from increasing. All repayment plans will be formally agreed in writing between the homeowner and the Customer Service Officers. If the homeowner fails to keep to the repayment plan, the Customer Service Officers will robustly pursue the homeowner for the missed payments as outlined at **5.3**.
- 6.6** We will be reasonable when dealing with customers who have property factoring arrears and will explore all reasonable options to assist them in reducing and clearing their arrears. On request we will meet with customers face to face, or virtually, to discuss any issues about their factoring account, either in our office, at their home or some other mutually convenient location.

We will take legal action as a last resort where a customer continually fails to engage with us and co-operate in reducing their arrears balance, or repeatedly breaks a formal repayment arrangement. We will explore the full range of legal sanctions available including:

- Increasing direct debits to cover repayments;
- Arrestment of bank account;
- Arrestment of wages;
- Arrestment of rental income if the property is sub-let;
- Notice of Potential Liability for Costs over the property setting out that a debt is due. This may affect/restrict the factored owners' ability to sell their property;
- Petitioning for the debtor's Sequestration (if the total debt exceeds £3,000);

- Any other legal means to ensure recovery.
- 6.7** The case may be passed to a Debt Collecting Firm who will seek direct payment from the owner. The costs associated with taking this action will be recharged to the owner.
- 6.8** A Notice for Potential Liability for Debt may be registered. This Notice is registered against the title to a property. It can be registered against more than one property, and it lasts for 3 years. It can be renewed after 3 years and may restrict the ability of an owner to sell their property.
- 6.9** Where appropriate, we may take the owner to court to sue for payment. Where we are successful in obtaining a court Order for payment of outstanding sums due to them, they will seek to enforce that Order by service of a Charge for Payment upon the debtor. This provides the debtor with 14 days in which to settle the debt or enter an arrangement to repay the debt that is acceptable to Barrhead Housing. Should the debt remain in place without a satisfactory arrangement having been entered in to, we will undertake further attempts to recover the debt by legal sanctions laid out at **5.6**.
- 6.10** The process for pursuing Factoring debt is laid in **Appendix 3**.

7. Unrecoverable debts

- 7.1** In accordance with our Financial Regulation policy the Governing Board will approve any unrecoverable debt write-off twice per year. The written report will specify the total sum to be written off, age of the debt, payments made, reasons for write off and a summary of any action taken to-date. Each case shall remain anonymous.
- 7.2** The following categories detail when it would be appropriate for a former customer rent arrear, factoring arrear or rechargeable repair debt would be recommended for write off:
- Debts owed by customers who have abandoned or left their tenancies or properties where attempts to contact them have failed and where a tracing agency has not been able to establish their whereabouts. Any debt in these circumstances should be more than 12 months old before being recommended for write off;
 - Small static arrears of less than £100 and where there are no reasonable expectations of full recovery and where the debt is more than 12 months old;
 - Debts remaining following the death of a customer and where there is no estate;
 - Long term hospitalisation of a tenant (not applicable to factored owners);
 - Debts where legal action has proven to be unsuccessful;
 - Sequestration, Trust Deed, bankruptcy, or similar legal status.

8. Equality & Diversity

Barrhead Housing is committed to providing fair and equal treatment to all our customers. Full details of our commitment to equality and diversity can be found on our website at www.barrheadha.org.

We have applied a screening process based on the recommendations by the Equality and Human Rights Commission to ascertain whether each policy requires an Impact Assessment to be carried out. The screening process was applied to this policy, and it was decided that there is no significant and material impact assessment on any relevant protected characteristic.

9. Complaints

If any customer is dissatisfied with the level of service, they have received from Barrhead Housing, then they may raise this through our separate open and transparent complaints policy. A copy may be request from us and is also accessible via our website.

10. General Data Protection Regulations

Barrhead Housing complies with General Data Protection Regulations in respect of the Data held about our customers. Full details of our commitment to data protection can be found on our website at www.barrheadha.org

11. Policy Review

The Executive Team and Governing Board will review the Debt Recovery Policy at least every three years. However, improvements in performance and service delivery may be made on a regular basis to reflect change in a range of factors such as:

- Legislative changes
- Socio-economic changes
- Changes in good practice within the sector
- Auditing practices
- Resource requirements

Appendix 1: Regulatory & legal framework

Scottish Social Housing Charter:

- Outcome 1 Equalities
- Outcome 2 Communication
- Outcomes 7, 8, & 9 Housing Options
- Outcome 11 Tenancy Sustainment
- Outcome 13 Value for Money
- Outcome 14 & 15 Rents & Service Charges

The statutory framework for this policy is set out in the following legislation:

- *Housing (Scotland) Act 2001*
- *Housing (Scotland) Act 2010*
- *Housing (Scotland Act) 1988*
- *The Data Protection Act 1998*
- *Equality Act 2010*
- *Debtors (Scotland) Act 1987*
- *The Debt Arrangement & Attachment Scotland Act 2002*
- *Bankruptcy and Diligence etc. (Scotland) Act 2007*
- *Bankruptcy (Scotland) Act 2016*
- *General Data Protection Regulations 2018*
- *Coronavirus (Scotland) Act 2020*
- [Robertson Trust: Debt and Arrears in Scotland](#)

Appendix 2: Performance monitoring

Reports on key performance indicators are compiled by the Customer Services Manager on a regular basis to enable the Executive Team, Governing Board, and any relevant sub-committee to monitor arrears performance.

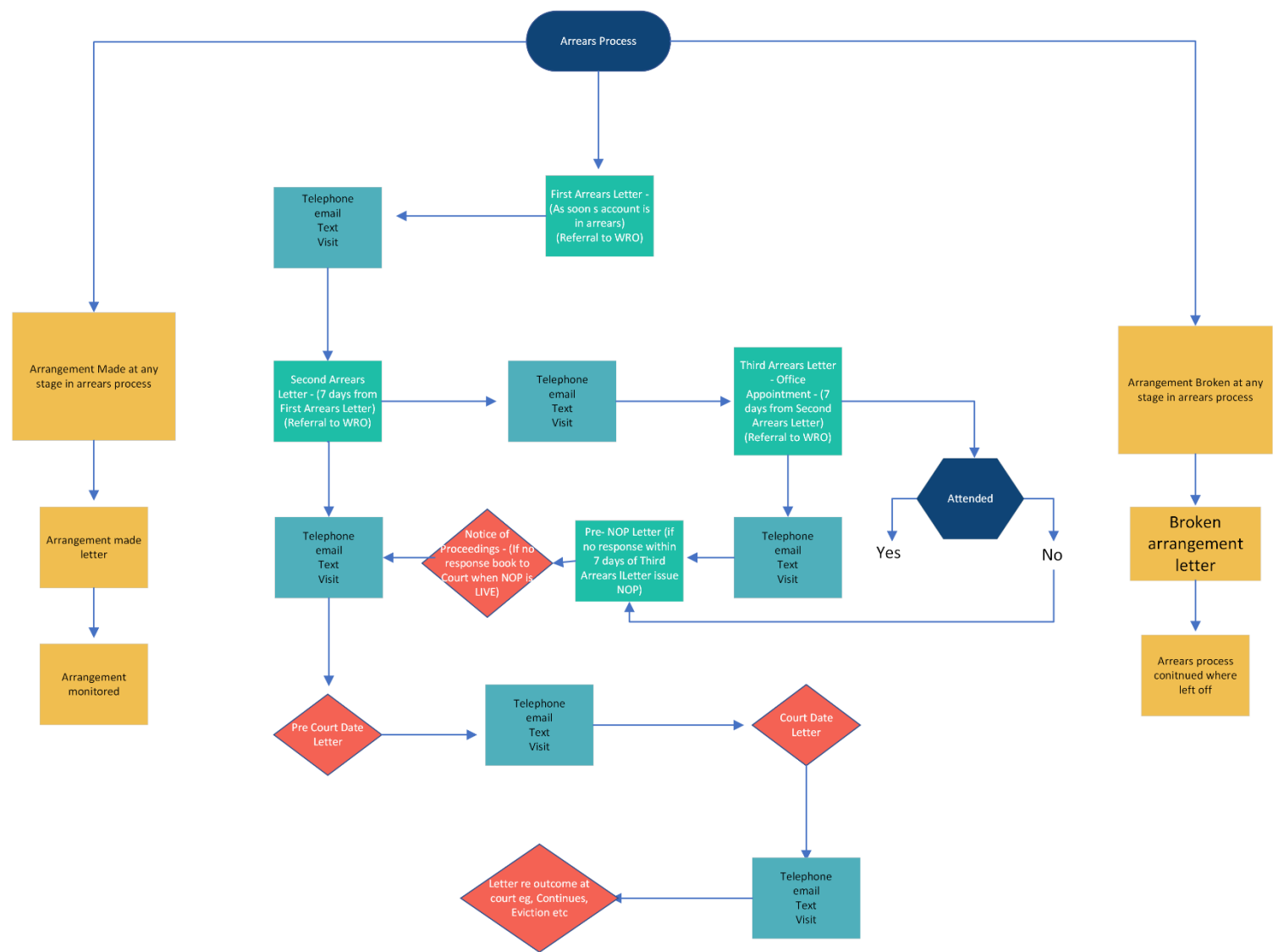
Information presented to the above stakeholders includes data on the below indicators. Other supporting information may also be presented to add context to performance.

Rent collected as percentage of total rent due in the reporting year
Gross rent arrears owed (all tenants) as a percentage of rent due
Current tenant arrears
Former tenant arrears
Reports on legal action undertaken
Current factoring arrears
Former factoring arrears
Rechargeable repairs debt
Benchmarked performance against other RSLs
Any other performance data as requested by the Executive Team and the Governing Board

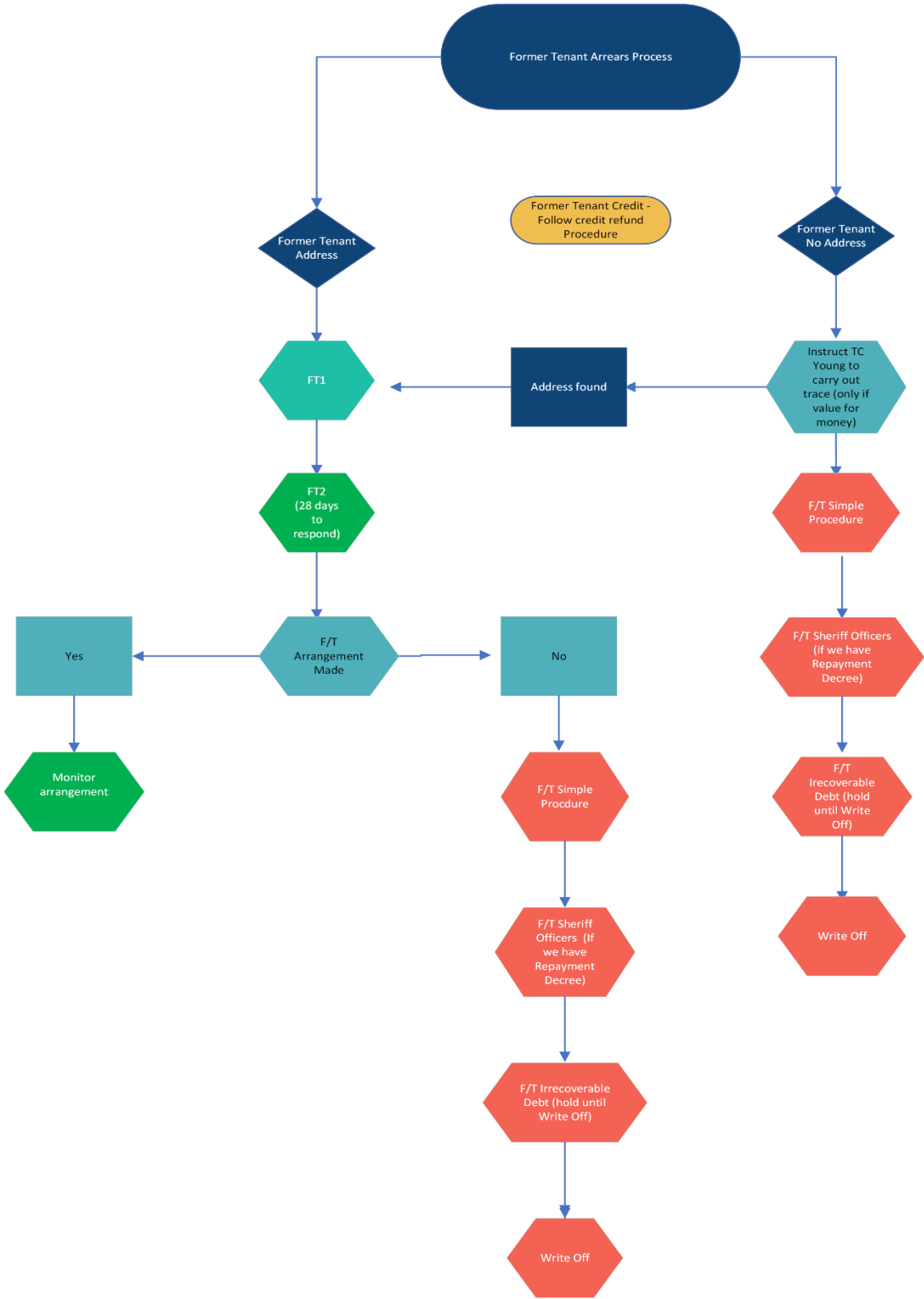
Appendix 3: Debt recovery processes

Debt recovery roles and responsibilities	
Area	Responsible
Implementing debt recovery processes	Customer Services Officer
Raising court action	Customer Services Officer
Approval to seek decree	Executive Team
Approval to enforce decree	Governing Board
Review of policy (3 yearly)	Director of Customer Services
Review of processes (yearly)	Customer Services Manager
KPI target reviews (yearly)	Director of Customer Services
Line management and performance management of Customer Service Officers	Customer Services Manager

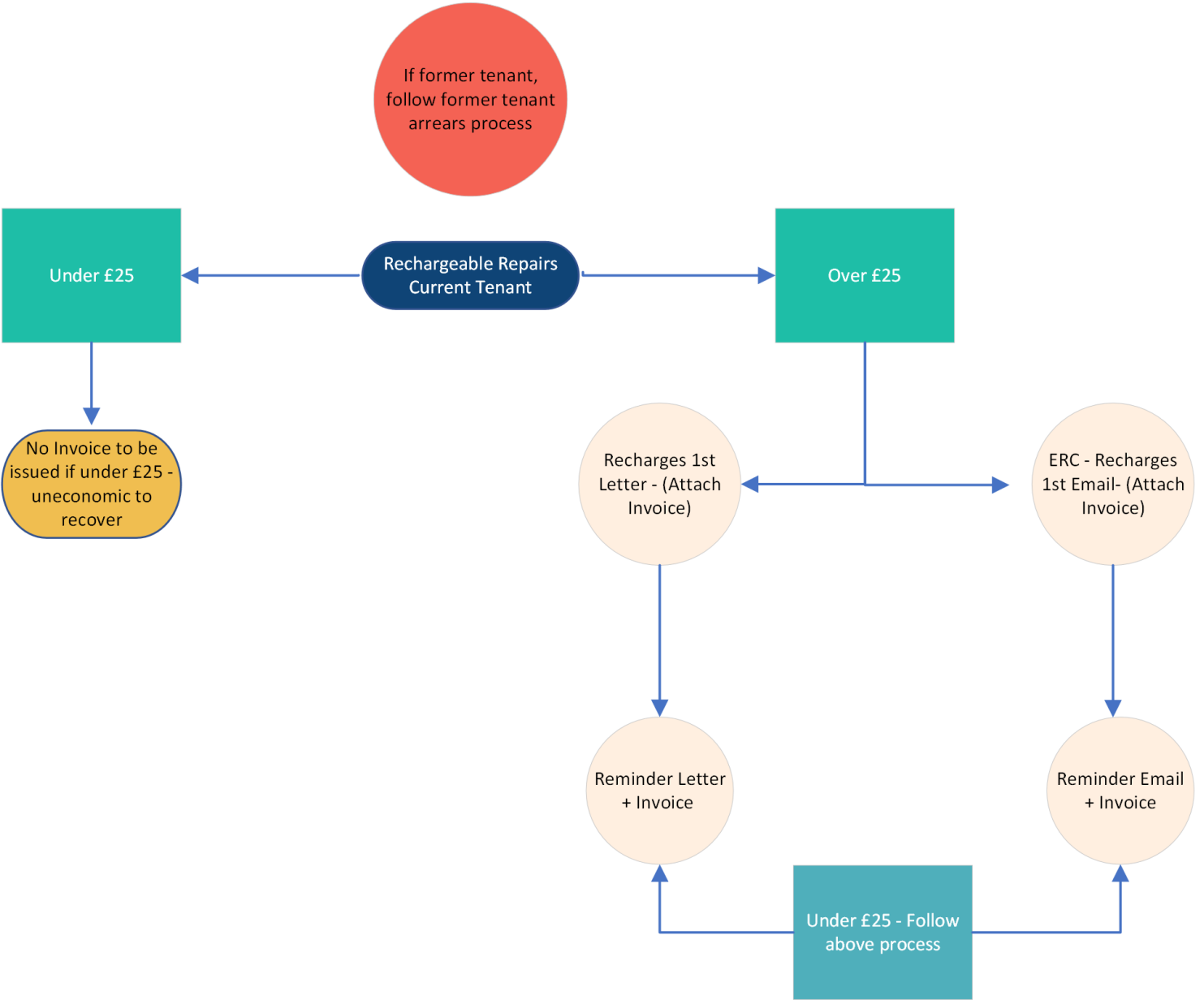
Current Tenant Arrears



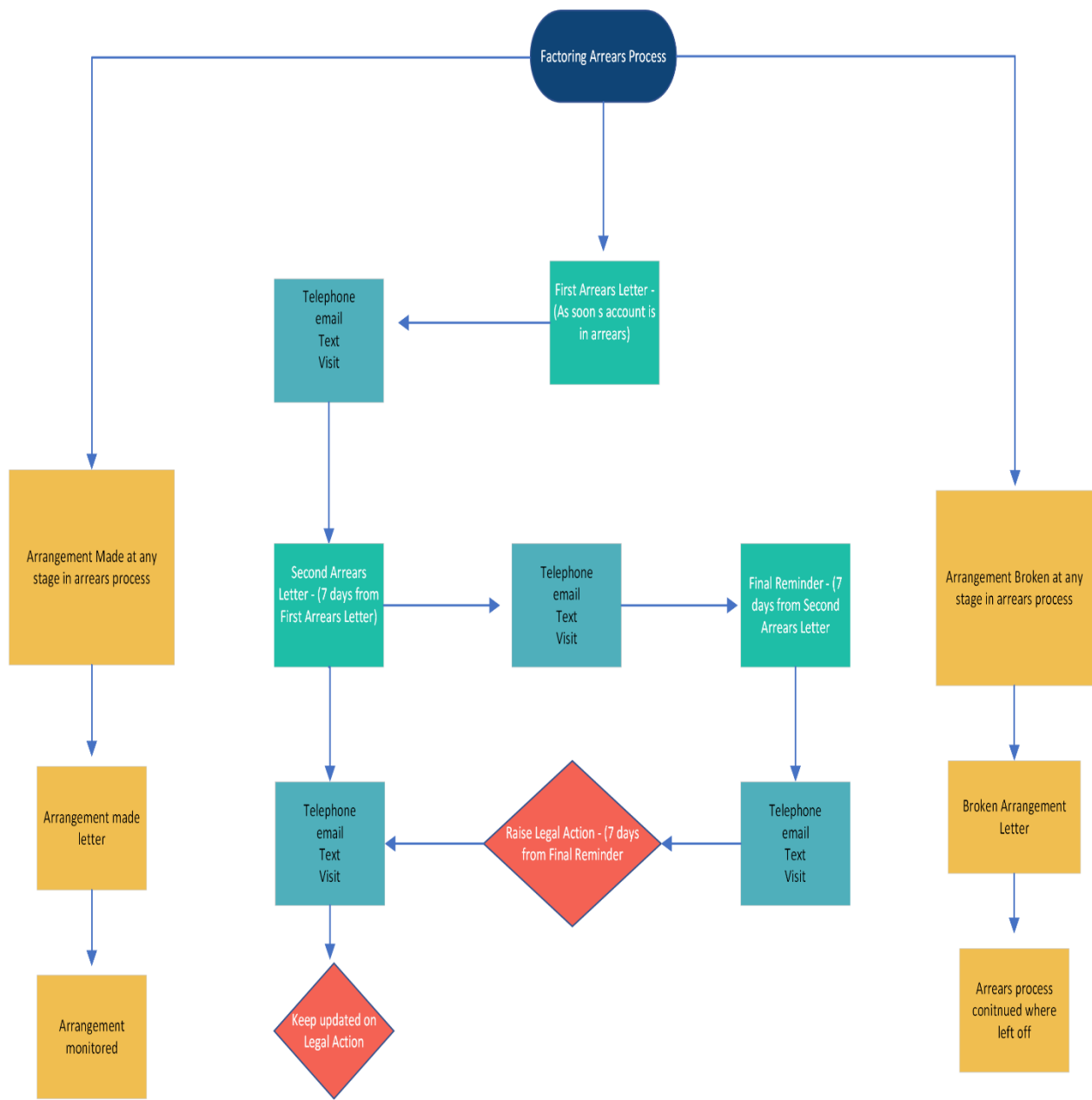
Former Tenant Arrears

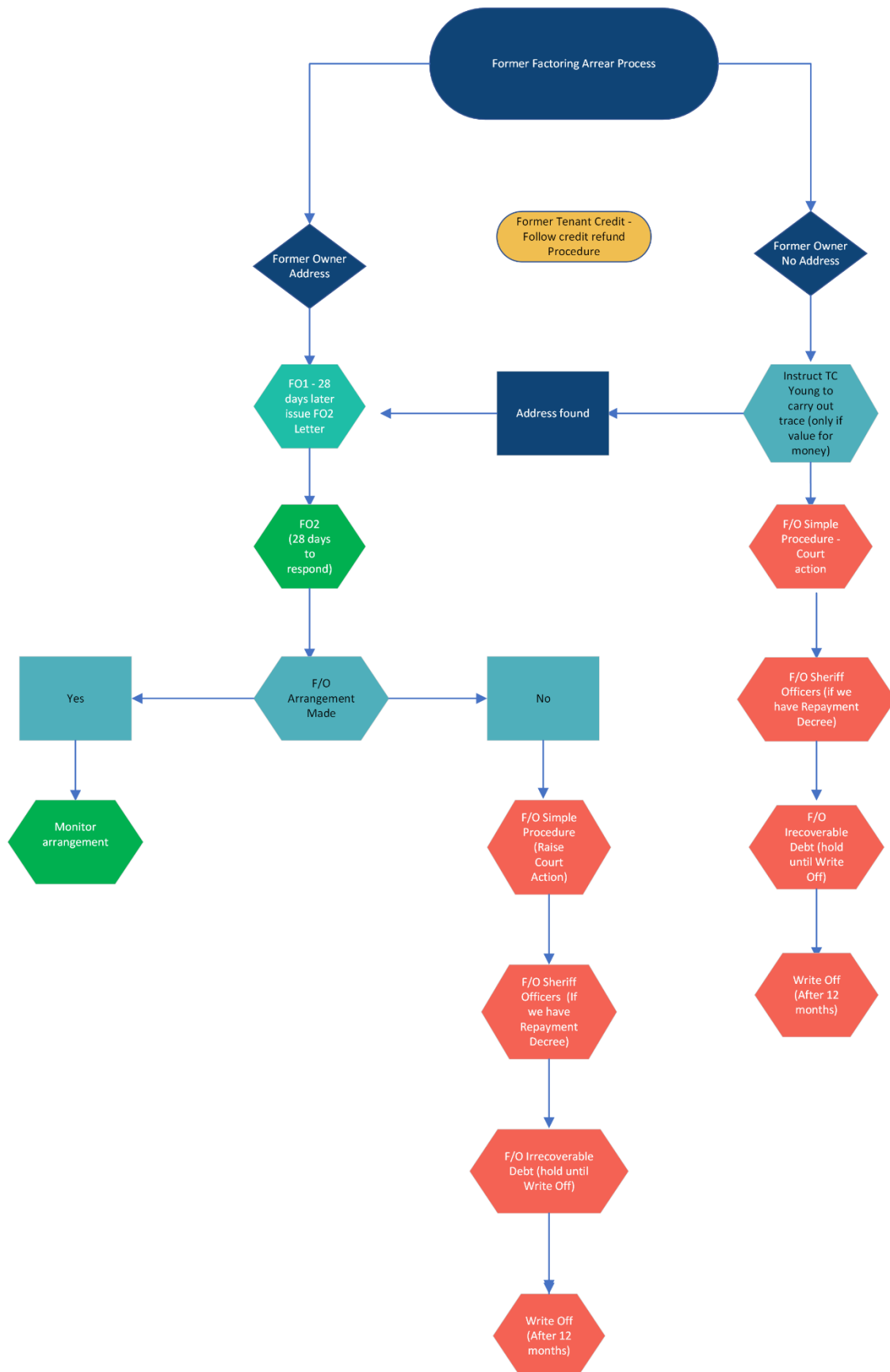


Rechargeable Repairs



Factoring Arrears





Appendix 4: Rechargeable repair costs responsibilities

<u>Repair</u>	<u>Barrhead Housing</u>	<u>Tenant</u>	<u>Exceptions</u>
Alterations		X	Except when adopted by Barrhead Housing
Banister (external)	X		
Banister (internal)	X		
Bath	X		
Bin shelter	X		
Ceilings	X		
Cistern	X		
Close doors	X		May be shared responsibility
Clothes poles	X		May be shared responsibility
Communal areas to flatted properties	X		May be shared responsibility
Cookers		X	Except when supplied by Barrhead Housing
Decoration (external)	X		
Decoration (internal)		X	
Doorbell	X		If fitted by Barrhead Housing
Doors (internal), including ironmongery	X		
Doors (external), including ironmongery	X		
Door entry systems	X		
Door locks	X		Except when fitted by the tenant
Door name plate		X	
Door number plate		X	Except when supplied by Barrhead Housing
Down pipe	X		
Drainage	X		Except when blockages / damage caused by tenant misuse or neglect
Driveways	X		
Drying areas	X		
Electric fires and heaters		X	Except when supplied by Barrhead Housing
Electric plugs for appliances		X	
Electrics (including sockets and wiring)	X		
Extractor fans	X		
Fascia boards etc	X		
Floorboards	X		
Floor coverings (common areas)	X		May be shared responsibility
Fluorescent light bulbs		X	
Fuse box / MCB	X		

<u>Repair</u>	<u>Barrhead Housing</u>	<u>Tenant</u>	<u>Exceptions</u>
Gas central heating	X		
Garden huts		X	
Gates		X	Except when fitted by the tenant
Glazier works		X	Except when caused by and reported to the Police as vandalism
Guttering	X		
Handrails	X		
Keys (replacement)		X	
Kitchen units and worktops	X		
Lights (common areas and building)	X		Except when responsibility of Local Authority
Light bulbs		X	
Medical adaptations	X		When installed by Barrhead Housing
Mini kitchens	X		When installed by Barrhead Housing
Ovens and hobs	X		When installed by Barrhead Housing
Parking areas (common owned and factored)	X		
Paths (common owned and factored)	X		
Plaster work	X		Except when damage caused by tenant misuse or neglect
Plugs and chains for bath, wash hand basins and sinks	X		
Radiators	X		
Rotary drier		X	Except when supplied by Barrhead Housing
Roughcast	X		
SAT systems		X	Except when supplied by Barrhead Housing
Sanitaryware	X		
Showers, shower units		X	Except when supplied by Barrhead Housing
Sink top	X		
Smoke detectors	X		
Stair lighting	X		
Steps	X		
Taps	X		
Tiling		X	Except when supplied by Barrhead Housing
Toilet seats	X		
TV aerials (common)	X		
TV aerials / dishes (individual)		X	Except when supplied by Barrhead Housing
Washer driers		X	Where supplied by Barrhead Housing
Windows (frames and sills)	X		
Woodwork (internal)	X		

Appendix 5: Equality Impact Assessment



EQUALITY IMPACT ASSESSMENT INITIAL SCREENING QUESTIONNAIRE

EQUALITY IMPACT ASSESSMENT INITIAL SCREENING QUESTIONNAIRE	
Name of policy / project	Debt Recovery Policy
Officer Undertaking Screening	Director of Customer Services

Initial assessment	
Please provide a description of the new or existing policy / project relevant to this EIA, including its aim, purpose and key activities	<p>The policy outlines how we will manage and pursue arrears for current and former tenant rent arrears, current factoring and former factoring debts and debts owed for rechargeable repairs and promote a payment culture.</p> <p>The policy also outlines offer appropriate preventative support for tenants and positively impact tenancy sustainment. This will assist staff and customers to manage debt and bad debts and reduce the impact on any future rent increase and budget.</p>

Who is affected by the new or existing policy / project relevant to this EIA? (for example, staff, potential staff, customers, wider public etc)	<p>Customers owing debts to Barrhead Housing will be engaged with using the revised policy and processes.</p> <p>Staff involved in debt recovery will use the revised policy and process to pursue any debts owed.</p>
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Have those who may be affected by the new policy /project been involved in its development?	Yes	No	Comments:
	Yes		Input has been taken from staff and from wider sector best practice.
What consultation and engagement method(s) did you use?	No formal consultation.		

Data we hold In relation to this new policy / project, do you currently hold statistics or data in relation to the following protected characteristics?			
Characteristics	Yes	No	If yes – state statistics we hold If no – do you need to do additional research together statistics?
Age	Y		Customer information given by tenants (not owners)
Disability	Y		Customer information given by tenants (not owners)
Sex	Y		Information given by customers
Gender Identity/ Gender re-assignment		N	
Marriage & Civil Partnership	Y		Customer information given by tenants (not owners)
Pregnancy & Maternity	Y		Customer information given by tenants (not owners)

Race / ethnicity	Y		Customer information given by tenants (not owners)
Religion or belief, including lack of belief	Y		Customer information given by tenants (not owners)
Sexual Orientation		N	
Carer Status	Y		Customer information given by tenants (not owners)
Tu or Political membership		N	
Criminal Record		N	
Place of residence	Y		Information given by customers
Health status	Y		Information given by customers
What other evidence have you considered? For example, consultation or discussion with colleagues or other relevant stakeholders, review of evidence or national/local statistics etc. Consider reference to existing equalities survey data, census data and east Renfrewshire Council level data (Mainstreaming Equality). See here for most recent data: Equality, diversity and human rights - East Renfrewshire Council		We have reviewed existing legislation, sector best practice and wider best practice as exemplified by organisations such as Citizens Advice Bureau and the Robertson Trust. This was to understand how we might minimise hardship by early intervention.	

Accessibility	
What method of communication of the policy or practice shall be involved? For example, is it online written correspondence, email, printed information (e.g. leaflets / posters)	The policy will be available online and in paper, on request. Correspondence and contact relating to debts will be by letter, telephone email and text.
If you will be providing written correspondence, is there the ability to provide the information in other formats and is that notified to the user?	Where we are aware of a customer requiring alternative formats of communication, we will ensure this is the method of communication.


If there will be physical attendance, is the venue accessible or can the venue be made accessible? Please provide details	Our office is currently accessible.
If the use of electronic communications is proposed, is there an alternative means of access for those without access to electronic devices? Please provide details	Where we are aware of a customer requiring alternative formats of communication, we will ensure this is the method of communication.

Protected characteristics and other characteristics					
<p>On the basis of the evidence that you have, or any other information that you have gathered, or are aware of, as detailed above - does or could the policy / project have a positive or negative effect on members of any diverse groups? The following table will assist you to indicate:</p> <ul style="list-style-type: none"> • Where the policy / project does or could have a negative impact on a particular group, i.e. it could cause some disadvantage or potentially be discriminatory. • Where the policy / project does or could have a positive impact on any diverse group, i.e. promoting good relations between different groups. • Where the policy / project is not relevant to any potential impact in respect of equality. 					
Group	Neutral Impact	Positive Impact	Negative Impact	Reasons/Comments for any impact identified	Is there any mitigation or remediation that can be put in place
Age	Y				
Disability or health	Y				
Sex	Y				
Gender Identity/ reassignment	Y				
Marriage & Civil P'ship	Y				
Pregnancy & Maternity	Y				
Race ethnicity	Y				

Religion or belief	Y				
Sexual Orientation	Y				
TU or Political	Y				
Criminal record	Y				
Place of residence	Y				

In relation to each group above, are there any areas where you are unsure about the impact and more information is needed to clarify?	Yes	No	
		N	
How are you going to gather this information to provide clarification?			N/A

Following completion of the above Initial Assessment, is further scrutiny of the Equality and Diversity impact required? Have you identified any issues that you consider could have an adverse (negative) impact on any of the characteristics?	
Yes	No
	No

Part 5 – Sign off and Approval
Proposed Action For instance, no further action action required / need to complete full impact assessment etc..... No further action required
Signature: 

Date screening added to Website Equalities page	TBC	
Date screening signed off :	12 February 2024	

