Sanctuary Scotland

Title: **Income Management - Scotland Procedure**

Business Function: **Housing Functions across Sanctuary in Scotland**

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CONTENT

General Information

1. Objective of this procedure

1.1 This procedure outlines how we will deliver an effective income management service. There is a direct correlation between how Sanctuary Scotland (Sanctuary) collects monies due and the services that can be provided to our customers. Any income not collected reduces our ability to develop and sustain services and can result in increased collection costs.

1.2 This document provides high-level procedural guidance for staff and managers. It is not intended to provide a detailed step-by-step guide to case work. Additional guidance and detailed work instructions are provided to staff through Pulse and training.

1.3 Rental income represents Sanctuary Group's (the Group's) main source of revenue and provides financial resources which support the Group to deliver its strategic plans. This procedure sets out how we will deliver an effective collection service which supports our customers to sustain their tenancies. This procedure aims to achieve a balance between supporting customers in difficulty, while taking firm but fair action in respect of customers who do not pay their liabilities.

1.4 This procedure has been developed to:

- ensure the efficient and effective collection of liabilities in line with all legislative requirements and having regard to best practice;
- assist in targeting appropriate and timely professional advice, support and guidance to customers particularly in light of welfare reform;
- assist staff and customers in preventing arrears and legal action, while ensuring that a firm and fair approach is consistently applied and adhered to; and
- ensure staff and managers have access and regard to relevant information and advice when making decisions relating to income collection.

2. Roles and responsibilities

2.1 The Director of Sanctuary Scotland is responsible for ensuring adoption of, and adherence to, this policy and its associated procedures relevant to their operation.

2.2 Managers in each office are responsible for:

- ensuring that this procedure and associated policy are implemented by their staff;
- ensuring that officers are designated to deal with income management;
- monitoring the systems and practices at local levels in terms of dealing with income management, ensuring that there is a consistent, fair approach;

- ensuring that Welfare Rights Officers, Housing Officers, and Housing and Communities Connectors understand their responsibilities in delivering income management and tenancy sustainment.

3. References and sources

3.1 The following legislation, references and sources are relevant to the development and delivery of this policy and associated procedure and to inform tenants about their rights:

- The Data Protection Act 2018 and the UK General Data Protection Regulation (UK GDPR) set out obligations regarding the lawful processing and sharing of personal information, whether held electronically or manually.
- The Equality Act 2010 sets out duties relating to equality, discrimination and reasonable adjustments.
- The Housing (Scotland) Act 2001 sets out an obligation to provide tenants with a written document stating the terms of the tenancy, including the obligation to pay rent lawfully due, and requires social landlords to consult tenants and take account of their views when making decisions about proposed rent increases.
- The Homelessness etc. (Scotland) Act 2003 sets out an obligation to provide local authorities with early notice of households at risk of homelessness due to eviction.
- The Bankruptcy and Diligence Etc. (Scotland) Act 2007 sets out requirements in relation to storage of property belonging to evicted tenants.
- The Housing (Scotland) Act 2010 introduced pre-action requirements that landlords must satisfy in all rent arrears cases before serving a notice on a tenant.
- The Scottish Government Guidance for Social Landlords on Pre- Action Requirements and Seeking Repossession of Social Housing gives guidance on complying with pre-action requirements.
- The Tenancy Changes - Scotland Policy and Procedure provides guidance on rent arrears when there is a tenancy change such as succession or assignation.
- The SFHA/HouseMark Guide to Rent Setting and Affordability Tool provides guidance on assessing if rents are affordable.
- The Scottish Housing Regulator thematic study How social landlords consult tenants about rent increases outlines good practice on how social landlords consult tenants about proposed rent increases.
- The Social Security (Scotland) Act 2018 sets out the framework for devolved social security in Scotland, including principles relevant to benefit take-up, inclusive communication and support. This is relevant to income maximisation, welfare advice and Universal Credit (UC) Scottish flexibilities.
- Anti-Money Laundering - Group Policy and Procedure sets out appropriate and proportionate anti-money laundering safeguards and reporting arrangements.
- Cash Handling - Group Policy and Procedure sets out the requirements to be followed by staff with regard to the security of cash, receipting, banking, and control of petty cash.

4. What's new - What's different?

4.1 June 2026 - Formal review, with the following changes implemented:

- Updated the procedure to reflect the revised Income Management - Scotland Policy.
- Strengthened guidance on early intervention, tenancy sustainment and person-centred engagement with tenants experiencing financial difficulties.
- Added further guidance on identifying vulnerabilities, safeguarding concerns, support needs, communication requirements and reasonable adjustments.
- Strengthened guidance on income maximisation, welfare rights support, referrals and the role of Welfare Rights Officers and Housing and Communities Connectors.
- Updated guidance on communication with tenants, record keeping and case management requirements within OneSanctuary.
- Updated guidance on dunning, escalation processes and the requirement for case-by-case decision making alongside automated arrears actions.
- Updated guidance on payment arrangements to support realistic, affordable and sustainable repayment plans.
- Updated guidance on UC, Alternative Payment Arrangements (APAs), Third Party Deductions, and Scottish flexibilities.
- Strengthened guidance on compliance with pre-action requirements, evidence gathering and decision making before legal action is considered.
- Updated procedures relating to Section 11 notifications and homelessness prevention responsibilities.
- Updated guidance on court action, eviction approval processes and post-eviction procedures.
- Updated guidance on sequestration, Trust Deeds, and other debt management arrangements.
- Updated former tenant arrears and garage arrears sections to reflect current operational practice and guidance available on Pulse.
- Updated references, terminology, job titles and responsibilities to reflect the current operating model.

Detailed Procedure

Section A - Current tenant arrears

1. Introduction

1.1 It is Sanctuary's policy to demonstrate good financial management by taking a robust approach to rent arrears. Sanctuary aims to take a trauma-informed approach that focuses on prevention through holistic support including signposting, and encouragement of a payment culture to ensure tenancies are sustained. In light of this Sanctuary will commit to working with tenants, giving them the choice and power to pay their rent and other charges or to ensure that payments are made on their behalf in accordance with their tenancy agreement. However, Sanctuary recognises that for a variety of reasons, tenants do sometimes fall into debt and arrears.

1.2 In all cases of rent arrears, we will act in a person-centred way to understand peoples' circumstances and respond in a way that is most appropriate, fair and reasonable. Sanctuary will support tenants to explore options to pay their arrears, whilst providing wider advice and support to maximise income and manage other debts.

1.3 Having a robust rent arrears process is all the more important due to implications of welfare reform where access to housing costs can be delayed and create rent arrears early on in a tenancy; ensuring that staff and tenants have access to information and guidance that will help to prevent debt and reduce risk of tenancy failure.

2. Pre-tenancy, sign up, and settling in

2.1 The pre-tenancy and sign up stage is vitally important to ensure that staff understand the new tenants' circumstances, to offer the most appropriate advice and options to help them pay the rent and sustain their tenancy. At pre-tenancy, sign up and subsequent follow up visits we aim to minimise the risk of tenants falling into arrears by finding out what assistance or signposting the tenant may require to proactively make applications or put support in place, and also to ensure the tenant(s) understands their responsibilities and are able to pay their rent. During the pre-tenancy, sign up and settling in we will:

- gather information on the tenant's previous experience of sustaining a tenancy (allocation source and/or referral information) to better understand their circumstances and anticipate what support they may need;
- gather information on current household income and where possible make an estimate on the tenant's entitlement to Housing Benefit (HB) or UC;
- undertake an affordability assessment to estimate if prospective tenants will be able to afford their new home;
- fully explain tenants' responsibilities in relation to paying their rent;
- provide full information on the rent due;
- provide income advice or refer on to specialist agency where appropriate;

- discuss payment options available and arrange the most appropriate payment method for the tenant;
- provide advice regarding obtaining a bank account or credit union account where appropriate;
- address any support needs surrounding maintaining the rent account if appropriate;
- inform the tenant they are required to pay the first weeks/months rent in advance (as outlined in the tenancy agreement) and that all subsequent payments to be made in advance;
- explain that where an applicant is expected to be on HB or UC, we will require payment of at least £5 before the start of the tenancy, and at least £5 per week while the benefit application is being processed. Where this is not possible because the tenant has no income, make a referral to the WRO or another appropriate welfare advice provider for support with a crisis grant application. Where direct referral is unavailable, provide appropriate self-referral information and arrange additional support so that the tenant has access to basic amenities;
- explain that where an applicant is on benefit, we will strongly advise that they should make an arrangement which will be enough to ensure that they build up enough to cover four weeks' worth of HB in advance. These may be very small contributions over a longer period, and the payment must be reasonable and realistic so that it does not create financial hardship;
- explain that Sanctuary's preferred method of receiving payment is direct debit; and
- ensure that the tenant understands that if they get into financial difficulties, they must contact us to discuss the matter as soon as possible so that we can discuss their options and provide relevant support.

2.2 We cannot prevent someone from taking on a tenancy because of their income. However, if from the above work it is clear that the expenditure of the tenant exceeds their income, Sanctuary will inform the tenant about our concerns if they take on the tenancy and refer them for income advice immediately.

2.3 Following pre-tenancy assessment, staff should be able to identify any potential risk factors that may affect the tenant's ability to maintain regular rent payments. To support early intervention and tenancy sustainment, the Housing Officer must carry out an in-person settling-in visit within six to eight weeks of the tenancy start date. This visit should review the tenant's circumstances, check that benefits or income claims are progressing, identify any support needs, and ensure the rent account is being managed appropriately.

2.4 If an offer is made and accepted, the customer must make a payment during sign up (see 2.1 for details).

3. Methods of payment

3.1 We have made the process of payment as user friendly as possible and will seek to look at new payment methods, in line with best practice, technological development and feedback from our tenants. Current methods can include one or multiple of the following:

- **Direct Debit** - the most cost-effective collection method in terms of administration and our preferred method of payment. This method should be promoted with all new and existing tenants.
- **Standing Orders** - similar cost benefits to Direct Debit but any changes to payments are made by the tenant.
- **Online banking** - tenants can use direct bank transfers to make payments.
- **Cash or cheque payments** - tenants can pay by cash or cheque.
- **Debit and credit cards -** to expand the choice and flexibility for tenants, we accept payment by credit and debit card. Tenants can pay by credit or debit card over the phone and in person at our offices.
- **Payment Cards (Allpay)** - allow tenants to pay at a range of outlets such as Post Offices and local shops. Tenants can also pay via the Allpay website, Allpay mobile phone app and direct calls to Allpay.

3.2 The cost of collection is higher for methods other than direct debit and standing order and there is a delay between income being collected and posted to an account. Standing orders can lead to delays and a build-up of arrears because changes are made by the tenant. For these reasons direct debit is the preferred method of payment. None of the above methods result in a transaction charge for tenants.

4. Contact with tenants

4.1 Before discussing a tenant's rent account, staff must verify the tenant's identity in line with Sanctuary Scotland's Data Protection and Information Governance requirements. Staff must confirm at least three pieces of personal information from the approved verification list to prevent unlawful disclosure. This ensures compliance with the Data Protection Act 2018 and the UK General Data Protection Regulation (UK GDPR). Verification may include:

- Full address including postcode
- Telephone number including area code or mobile number
- Full name including middle initial
- Date of birth
- Tenancy start date
- Full names of other people listed on the tenancy
- National Insurance number
- How they pay the rent
- How much HB they receive (if applicable)
- How much is the rent
- When did they move into the property.

4.2 Sanctuary Scotland will use a range of communication methods to contact tenants about their rent accounts, including letters, telephone calls, emails, text messages, and home visits.

4.3 Where a tenant has provided a mobile telephone number, SMS may be used as part of the arrears escalation and engagement process. Text messaging is intended to support early engagement, improve accessibility, and reduce delays in contact.

4.4 Any attempts at contact or successful contact or correspondence with the tenant throughout the arrears escalation process should be recorded as interaction notes in CIC and within CIC case notes where this has been created.

5. The escalation process

5.1 Overview

5.1.1 Escalation is the process by which Sanctuary Scotland monitors rent accounts and takes proportionate action to prevent arrears from increasing. As outlined in the Income Management - Scotland Policy, escalation normally begins when non-technical arrears exceed £10, unless exceptional circumstances apply. All escalation must be person-centred, evidence-based, and supported by accurate case recording on OneSanctuary.

5.1.2 Guidance on the escalation process is shown in a flowchart at **Appendix 2**. The last authorised letter or action is used to determine the next action in the sequence.

5.2 Dunning

5.2.1 Dunning refers to the automated issue of arrears letters generated by OneSanctuary as part of the escalation process. Letters are typically triggered based on the value and age of the arrears. Automated letters must always be complemented by personal contact attempts, including phone calls, emails, text messages, visits, and referrals for income or welfare advice where appropriate. Up to five dunning letters may be issued: three before serving a Notice of Proceedings and two afterward.

5.2.2 Where a valid mobile number is held, Dunning Letter 1 (XL1) may be issued by text message (SMS) in addition to or in place of a posted letter. This supports early engagement and faster contact with tenants.

5.2.3 A Dunning block may be applied to stop an account from escalating where it is reasonable and proportionate to do so. The primary reason for applying a Dunning block will normally be where a payment arrangement has been agreed and is active.

5.2.4 Dunning blocks should be used sparingly and only where there is a clear, evidenced reason to temporarily suspend automated escalation. Any decision to apply a dunning block must be based on the tenant’s circumstances, the actions already taken, and the likelihood of engagement or resolution.

5.2.5 Beyond Dunning, at the stage that a tenant is being taken to court, accounts will be managed and monitored using the Scotland Possession Case in the Customer Interaction Centre (CIC) in OneSanctuary. The Head of Housing will ensure there are suitable cases, guidance and training for staff to make sure that accounts can be managed appropriately.

5.2.6 At every escalation stage, staff must review the tenant's circumstances, income, vulnerabilities, and any recent changes that may affect their ability to pay. While the dunning system provides automated triggers, all recovery action must remain trauma-informed, person-centred, and tailored to the individual. Multiple contact attempts must be made using different communication methods, and engagement should prioritise supportive, problem-solving conversations focused on tenancy sustainment.

5.2.7 This would include:

- personal contact, for example telephone, text, email or visit - meeting at the tenant's home, the office, or in a safe space where the tenant is comfortable to have a sensitive conversation;
- where we have consent, contacting a third party such as the tenant's advocate, family member, social work services, support worker, or external agency; and/or
- where we have consent, liaising directly with the local HB department or UC Department for Work and Pensions (DWP) branch.

5.2.8 The actions suggested in **Appendix 2** are suggestions, and judgement is required for each step of each individual case. Detailed operational steps for managing escalation and casework are provided in the Scotland Tenancy Toolkit on SharePoint.

5.2.9 Once contact has been made, staff must seek to understand the tenant's circumstances determining or contributing to the increase in debt.
The conversation should be focused on how to help the person help themselves, and should include a discussion on the options available to them - giving them choice on how to clear their arrears in full and access relevant support or advice.

5.2.10 Depending on their circumstances and what is most realistic and reasonable for them, the tenant should be offered different payment options which extend over a period of time, or information about how to make a one-off payment.

6. Roles and responsibilities

6.1 The Central Income Team (CIT) will be the frontline point of contact and will carry out a range of tasks to support local operations. The Head of Housing - Scotland and Head of Income Services will be responsible for ensuring that there is clear guidance for staff on this operating model.

6.2 The local manager will be responsible for identifying who in local operations is responsible for carrying out the actions set out in this procedure. Arrangements will be reviewed regularly to ensure that resources are targeted effectively, and consideration given to the role of specialist and generic working on arrears management.

6.3 To ensure effective use of resources, Housing Officers will manage patch sizes which are appropriate to their contracted hours. In periods of leave or sickness absence, local manager will be responsible for ensuring that important cases are dealt with by another Officer. If a Housing Officer is not available for any reason, then another Officer will be available to answer a rent account query from a tenant.

6.4 The Welfare Rights Officer (WRO) is responsible for providing income-related support and advice to tenants in financial hardship. Can include making applications to crisis grants, HB or UC support and supporting tenants' appeals at Tribunals.

6.5 The Housing and Communities Connector can support the tenant holistically with challenges impacting on their ability to pay rent or sustain their tenancy. This can involve building relationships with the tenant, members of the household and external agencies/community organisations to help meet their needs and empower them to manage their tenancy.

7. Tenants with support needs

7.1 Staff should always take into consideration a tenant's particular support needs and consider if communication should be made in a more appropriate way, for example contacting social work services or the tenant's advocate (if prior permission has been granted through Third Party Authority or Authority to Discuss processes). Staff should also consider when it is in the tenant's best interest to be involved in any discussion with social work or an advocate; informing them about the meeting or conversation and inviting them to participate as not to exclude the tenant from any important discussions about their tenancy.

7.2 Where a tenant does not have an advocate but would benefit from additional support, staff must refer them to the WRO or another appropriate external agency for advocacy or financial support. Where direct referral is unavailable, staff must provide appropriate self-referral information. All referrals and self-referral advice must be recorded in OneSanctuary as a Welfare Advice interaction and, where appropriate, accompanied by a Welfare Advice CIC case. Where a referral is made to a WRO, the WRO must attempt contact using multiple communication methods and follow the timeframes set out in this procedure. Where a referral is made to an external provider, the outcome or confirmation that it is ongoing must be recorded where known. If safeguarding concerns arise during this process, staff must follow the Adult Support and Protection (Safeguarding), Safeguarding Children and Young People, or Domestic Abuse - Scotland procedures immediately and record concerns factually.

7.3 Where a tenant refuses advocacy or support, this should be taken into account when considering further escalation; however, any legal action must remain proportionate and fully compliant with the Pre-Action Requirements.

7.4 Where a referral is made to a WRO, the WRO should make at least two attempts at contact, but no more than four, using different methods such as telephone, text, letter or email, within 14 days of the referral. If the tenant does not respond, a visit should be made within the next seven days and a calling card left at the property. If the tenant does not respond within a further two working days, the

WRO should raise concerns with the Housing Officer, who should attempt contact within the next seven days. If there continues to be no contact within 30 days of the referral, the case should be closed and a letter sent to the tenant advising them of this.

7.5 Where possible, a referral should also be made to the Housing and Communities Connector to support the tenant holistically with challenges impacting on their ability to pay rent or sustain their tenancy.

8. Pre-action requirements

8.1 Our escalation procedure is underpinned by the Scottish Government's Guidance for Social Landlords on Pre - Action Requirements and Seeking Repossession of Social Housing. This statutory guidance sets out all the steps that must be followed and evidenced before sending a Notice of Proceedings for Possession (from here on referred to as 'a notice'). The general principles of pre-action requirements are set out in the Income Management - Scotland Policy, and the sections below provide more specific guidance on how to ensure compliance with the requirements.

8.2 As part of ongoing arrears monitoring, where a rent account balance remains static or shows no meaningful reduction over a sustained period, despite engagement and agreed payment arrangements, staff must escalate the case in line with the arrears escalation process. This will include issuing appropriate written correspondence to the tenant, setting out the current balance, actions taken to date, expectations for payment, and the potential consequences of continued non-payment.

9. Early intervention

9.1 Arrangements for early intervention are set out in **Appendix 2**.

9.2 Prior to issuing a Notice of Proceedings, and where engagement has been unsuccessful, a solicitor's warning letter may be used to encourage contact. This step should only be taken where proportionate, where the tenant has not responded to previous communication attempts, and where the Housing Officer has assessed that a formal tone may prompt engagement. The use of solicitor letters must be recorded clearly on OneSanctuary with the rationale for issuing them.

9.3 Welfare rights advice should be signposted or offered throughout the escalation process (before and after an NOP is served), through letters and also when personal contact is made. Where a tenant may benefit from the service and is not engaging, a letter addressed directly from the WRO or service provider may be more successful - this should only be sent by the WRO/agency or with their permission. The formal referral process as per section 7.2 should also be followed. All copies of correspondence to evidence the referral or uptake of the referral should be kept as evidence for any decision making if escalation continues.

9.4 Where relevant, a referral to the Housing and Communities Connector will be made to support the tenant holistically with challenges impacting on their ability to pay rent or sustain their tenancy.

10. Arrangements

10.1 Making an appropriate arrangement

10.1.1 If the tenant cannot clear the arrears in full, we will negotiate an arrangement for the debt to be settled, after budgeting and/or giving appropriate welfare benefits advice.

10.1.2 The purpose of an arrangement is to maximise income for the organisation whilst being sensitive to the individual's personal finances. When making an arrangement staff must take into account the tenant's circumstances and ability to pay the debt.

10.1.3 An arrangement can be made with a tenant at any stage of the arrears escalation process. The starting point for any discussion on arrangements is an expectation that any debt will be paid off within a maximum of 12 months - if the monthly repayment amount is calculated to be reasonable and realistic for the tenant. If the regular repayments equate to an amount which cannot be sustained by the tenant which puts them at risk of being subjected to further arrears escalation processes, this timescale can be extended at the discretion of the Housing Officer/income staff member. If the tenant can clear the arrears in a shorter period of time, this is encouraged. The arrangement should allow for HB claims as follows:

- Tenants on HB with a weekly debit tenancy will be expected to reach an arrangement that ensures they have paid in advance at least one week's HB entitlement.
- Tenants on HB with monthly debit tenancies will be expected to reach an arrangement that ensures that they have paid in advance at least one month's HB entitlement.

10.1.4 In order to fully determine the tenant's circumstance and ability to pay, a Basic Budgeting Form and an income and expenditure assessment may be completed at the time of discussing payment arrangement options. This information should be used to establish how much the tenant may be able to pay towards the arrears. Signposting the tenant to welfare benefits/debt advice is crucial at this stage to ensure that any arrangement is sustainable.

10.1.5 If it is established that the tenant is in serious financial difficulties then staff must encourage, and where possible arrange for, the tenant to get support/advocacy. Tenants can be referred to debt counselling, the national debt line, a local Citizen's Advice Bureau, or any other similar organisation. A list of organisations able to provide support will be kept locally.

10.1.6 Arrangements will normally be scheduled to start after full arrangement has been reached with the tenant. Tenant will be given time to consider and reflect on the proposed arrangement before it is confirmed as fully agreed.

10.1.7 Where a tenant wishes to start payments immediately, or where an earlier start is necessary to prevent further arrears or escalation, payments may begin sooner. Any payments offered before the arrangement start date will always be accepted.

10.1.8 Tenants should be advised of available options for payment arrangements and help choosing the best payment option that is most likely to be sustained. The options should be provided in writing as well as verbally, so the tenant has accessible information to refer to when making their decision.

10.2 Arrangement letters

10.2.1 Once an arrangement is agreed and created on OneSanctuary, the arrangement will be confirmed in writing. The following letters may be used for creating and managing arrangements:

- Proposed arrangement (XA1)
- Arrangement confirmation letter (XA2)
- Arrangement broken letter (XB1)
- If the tenant proposes a repayment agreement that is not acceptable, then we will send them an Agreement Rejected (XAR) letter which explains why this is not acceptable.

10.2.2 Where a tenant has provided a mobile number, the Arrangement Broken letter (XB1) may also be issued by text message.

10.3 Recording arrangements

10.3.1 Where an arrangement is agreed either the Housing Officer or CIT should create the arrangement in OneSanctuary and check that the dunning is blocked with reason ‘A’. An interaction should be recorded to confirm the details of the arrangement agreed (including payment amount, frequency, start date) and the payment calculator on Pulse should be used where necessary. Any case should have the status changed from ‘in progress’ to ‘customer action’ when an arrangement is live and unbroken. The status should be changed, and the case progressed if an arrangement breaks. This will help to ensure that accounts are not escalated unless there is a missed payment.

10.3.2 Further guidance on arrangements can be found here Creating Arrangements.

11. Universal Credit (including managed migration)

11.1 UC continues to be the primary welfare benefit for working-age tenants and includes both new claims and managed migration from legacy benefits. Staff must be aware that tenants may move onto UC as a result of a change in circumstances or through the managed migration process. Early identification of tenants in receipt of UC is essential to ensure appropriate support, timely rent payments and to prevent arrears from escalating.

11.2 Staff must provide appropriate support to tenants in receipt of UC, including assistance to understand payment cycles, budgeting support and signposting to welfare advice where required. Where there is a risk of arrears, staff should consider the full range of available interventions, including referrals for money advice and consideration of payment arrangements through the DWP. Guidance is also available on Pulse to support new claimants and monitor existing claims: UC - Scotland Claimants.

12. Direct payments and arrears deductions from the Department for Work and Pensions (DWP)

12.1 APAs

12.1.1 APAs are options within UC that change how payments are made. APAs can include:

- payment of the housing cost element directly to the landlord referred to as Managed Payment to Landlord (MPTL);
- more frequent payments to the tenant; and
- split payments between members of a household.

12.1.2 In rent arrears cases, Sanctuary Scotland will normally consider an APA where the housing cost element of UC is paid directly to Sanctuary, rather than to the tenant. An APA may be requested where a tenant is experiencing difficulty managing their UC payment, where there is a risk of rent arrears, or where arrears have already accrued. Requests must be made in line with DWP guidance and should form part of a wider tenancy sustainment approach.

12.1.3 As a general guide, an APA may be requested where the tenant has eight weeks or more rent arrears, or where there is a high risk of non-payment due to past payment history or vulnerability. Sanctuary has Trusted Partner Status and may request APAs where this is considered appropriate to prevent arrears. The tenant must be informed before an APA request is made.

12.1.4 Where an APA is awarded, the direct payment must be recorded on OneSanctuary and monitored to ensure payments are received and allocated correctly. Staff must also ensure that the tenant is offered appropriate welfare and money advice support, either through internal services where available or via external welfare advice agencies, to help maximise income and support tenancy sustainment.

12.1.5 Tenants must be advised of their rights under the Scottish flexibilities, including the option to request direct payment of housing costs to Sanctuary after receipt of their first UC payment.

12.2 Direct payments under Third Party Deductions (rent arrears deductions)

12.2.1 Third Party Deductions allow for rent arrears to be recovered directly from a tenant’s benefit payments. These deductions are used specifically to reduce existing rent arrears and are separate from APAs.

12.2.2 Where an arrangement cannot be made or has broken and the tenant is in receipt of a qualifying benefit, Third Party Deductions should be requested to avoid further escalation. If deductions are awarded, the payment must be recorded as an arrangement on OneSanctuary and monitored regularly.

12.2.3 APAs support ongoing rent payments, while Third Party Deductions are used specifically to recover rent arrears. Both mechanisms may be used where appropriate, depending on the tenant's circumstances.

12.2.4 For further guidance on applying for APAs and Third-Party Deductions, refer to pages on Pulse.

13. Contact with Housing Benefit departments/DWP

13.1 We must not serve a Notice of Proceedings where an outstanding HB or UC housing costs claim is likely to be awarded at a level that will reduce or clear the arrears. Staff must take reasonable steps to progress the claim, liaise (with the tenant's consent) with the local authority or DWP, and provide realistic estimates of expected payments. All actions must be recorded in OneSanctuary as evidence of compliance with the Pre-Action Requirements.

13.2 If an application for HB has been made, staff should take all reasonable steps to progress the decision and - whilst keeping the tenant informed - find out or estimate what the likely outcome will be. This involves making contact and building relationships with HB departments and/or the DWP where possible. If the tenant's tenancy details are being discussed with external parties staff must ensure that the required authority to discuss process has been followed first.

13.3 Where staff have information on the details of the claim an estimate of the likely outcome of the claim should be made. This should be shared with the tenant(s) and used to inform decisions on further signposting/support and escalation decision making.

14. Tenants in prison

14.1 Where a tenant in arrears is in prison, staff will try to contact the tenant or the tenant's advocate. Any action on arrears will take into account the length of time that HB or UC will continue to be paid, which is normally 13 weeks.

14.2 If the tenant is not engaging and arrears are increasing staff will consider taking action on Ground 5 of the Housing (Scotland) Act 2001 that the tenant is not occupying the property as their principal home. If there are any household members in the property who are 'qualifying occupiers', they will be notified that a Notice has been served and staff should provide relevant signposting and advice if there is a risk of these persons being made homeless as a result of the tenant's actions.

15. Notice of Proceedings for Possession

15.1 When a notice will be sent

15.1.1 As general guidance, a Notice of Proceedings may be appropriate where arrears equate to approximately four to six weeks' or one months' rent. However, issuing a notice must always be based on a holistic assessment of the tenant's personal circumstances, support needs, vulnerabilities, and payment history.

15.1.2 A notice should only be served where it is proportionate, where all reasonable prevention measures have been exhausted, and where the Pre-Action Requirements have been fully satisfied and evidenced:

- it has not been possible to reach an arrangement to reduce the arrears;
- the tenant has missed payments on an existing arrangement;
- all attempts to recover the debt have failed, the arrears are static or increasing and/or the customer has refused any assistance in the form of income advice;
- there is no outstanding HB application, information has not been provided to HB by the tenant, and there is no reasonable expectation of eligibility for HB;
- the tenant is not making payments to maintain the rent not covered by HB; and/or
- Third Party Deductions have been applied for unsuccessfully, or if payments are not enough to cover the rent due.

15.2 Prescribed format of the notice

15.2.1 When serving a notice for rent arrears, each section of the pre-action requirements must be completed. As much evidence as possible should be included to support the pre-action requirements. All templates, examples and completion guidance for PARs and Notices are available on Pulse under Arrears Pre-Action Guidance - Scotland.

15.2.2 When serving a notice, we must also serve a notice on any qualifying occupiers who reside with the tenant. A qualifying occupier is a person who occupies the house as their only or principal home and who is aged at least 16 years. Staff must make reasonable enquiries to find out the identities of the qualifying occupiers. In practice this means visiting the property and checking the house file and contract on OneSanctuary.

15.2.3 The notice must be served in the prescribed form. Before serving a notice, staff must carry out appropriate checks to identify if there are any other breaches of tenancy which are likely to result in legal action. It is important that all legal notices are coordinated and cite all appropriate grounds for possession. The manager will check and sign the notice before it is served. The notice will be hand delivered by two members of staff.

15.2.4 When served, a copy of any notice should be retained with a ‘Notice of Service’. Staff must make sure that the ‘Notice of Service’ is signed by the person who served the notice and attached to the file copy of the notice. Where possible, notices should be served in person and witnessed by one other officer.

15.3 Effective date

15.3.1 Whether for weekly or monthly tenancies, a Notice of Proceedings becomes valid on the next ish date after a full 28-day clear notice period has passed. The calculation of the *ish* date differs depending on whether the tenancy is weekly or monthly, and examples for each are set out below. Staff must ensure the effective date is calculated correctly and recorded on the notice. The Effective Date Calculator can be used to confirm the date the notice becomes valid.

15.4 Weekly tenancies

15.4.1 The date the notice becomes valid is the next *ish* date following 28 clear days. ‘Clear days’ means that the day the notice is received by the tenant and the date the notice becomes valid must both be excluded to provide clear days in between these points. The *ish* date is the natural end date of the tenancy, which is set out in the tenancy agreement to coincide with the day that the rent debit is applied, which is normally the next Monday.

15.4.2 For example: If the notice is served on Friday 5 July, 28 clear days from that date is the 2 August. The date the notice becomes valid is the next *ish* date, which is on Monday 5 August.

Mon	Tue	Wed	Thu	Fri	Sat	Sun
Jul 1	2	3	4	**5**	6	7
8	9	10	11	12	13	14
15	16	17	18	19	20	21
22	23	24	25	26	27	28
29	30	31	**Aug** 1	2	3	4
5	6					

15.5 Monthly tenancies

15.5.1 The date the notice becomes valid is the next *ish* date following 28 clear days. ‘Clear days’ means that the day the notice is received by the tenant and the date the notice becomes valid must both be excluded to provide clear days in between these points. The *ish* date is the natural end date of the tenancy which is set out in the tenancy agreement to coincide with the day that the rent debit is applied.

15.5.2 The following example is based on a tenancy which runs from the 1 of the month. If the notice is served on Wednesday 31 January, 28 clear days from that date is the 28 February. The date the notice becomes valid is the next *ish* date, which is on Thursday 1 March.

Mon	Tue	Wed	Thu	Fri	Sat	Sun
Jan 29	30	**31**	**Feb** 1	2	3	4
5	6	7	8	9	10	11
12	13	14	15	16	17	18
19	20	21	22	23	24	25
26	27	28	**Mar** **1**	1	2	3

15.6 Expiry of the notice

15.6.1 The notice will be effective for six months. For example, if the notice becomes effective on 1 July, it will expire on 31 December. If the tenant falls back into arrears or fails to maintain an arrangement after the six-month period has elapsed, then a new notice may be considered. If necessary, we will consider serving a new notice before the six months has expired, to ensure there is no gap. However, a new notice will only be considered if the tenant has fallen back into arrears or failed to make an arrangement with us to clear the arrears.

15.6.2 The pre-action requirements section of any new notice should, as far as possible, refer to recent actions taken, rather than actions pre-dating the original notice.

15.6.3 If a notice is due to expire and there are still arrears on the account with no arrangement (or a broken arrangement), the Housing Officer should follow the Scotland Re-Serving NOP's guidance and process on Pulse.

16. Sequestration/Trust Deed/Debt Arrangement Scheme (DAS)

16.1 The term sequestration is used when referring to bankruptcy involving a court. Applications for sequestration can be made by the landlord, the tenant, or another creditor.

16.2 We will not pursue the tenant for any arrears included as part of the sequestration. An Accountant in Bankruptcy is appointed to administer the affairs of a tenant who has been sequestrated. We will provide the Accountant in Bankruptcy with details of the arrears accrued prior to sequestration and liaise with them to try to recover these arrears.

16.3 The tenant must not be put under duress to make an arrangement to pay arrears accrued prior to sequestration. We will continue to take action on arrears built up after the date of sequestration.

16.4 When a tenant is sequestrated, any legal action to pursue pre- sequestration debt must stop. However, decree for eviction and expenses can be sought where appropriate, and post sequestration debt can also be pursued.

16.5 If the tenant has a statutory debt relief procedure namely Trust Deed or a DAS, the manager should seek advice from Legal Services on what action to take. The type of Trust Deed/DAS (whether it has been accepted or rejected by the tenant's creditors) has implications on whether or not it is possible to arrest the tenant's earnings or contact the tenant to make payments. Escalation action will also be determined by whether the rent arrears are 'new debts' (accumulated after the tenant has signed a Trust Deed/DAS) or if they are included within the Trust Deed/DAS.

16.6 The tenant remains responsible for the full rent on the relevant payment date. This means the full rent is included along with any arrears at the date the trust deed, sequestration or DAS is effective and should not be amended to a daily amount unless specified by the Trustee/DAS administrator.

16.7 The balance of the debt due will be written off and the starting point for the calculation will be the date the tenant entered into the trust deed/DAS (as declared on the claim form sent to the creditor). Sanctuary must accept the agreed payments and cannot take further action to recover the debt while the programme is active.

16.8 If the tenant defaults on the trust deed or DAS and the trustee or DAS administrator decides that it should be discontinued, the debtor may then be pursued for debts previously covered by the trust deed or DAS. A request should be made to 'write-on' any debt that was previously written off.

16.9 Further information can be found on this Pulse page: Trust Deeds, DAS and sequestrations.

17. Alternatives to eviction

17.1 We will consider all alternatives to eviction, including simple procedure action, earnings arrestment, bank arrestment and sequestration. Alternatives to eviction may be more likely to be used in specific circumstances, such as if the tenant has lower level arrears (less than £1,000), the tenant is employed, or the tenant has built arrears caused partly or wholly by under-occupation.

17.2 Alternative legal action such as earnings arrestment and bank arrestment can be a good option as getting decree for payment will secure the debt, which leaves us in a stronger position.

18. Legal action post Notice

18.1 During the period until the notice becomes effective, we will continue to contact the tenant to try to come to an arrangement for the outstanding debt. If no arrangement is made, then we may raise proceedings for possession.

18.2 Before progressing a case to court, the local manager must attempt personal contact with the tenant. This conversation must explore any recent changes in circumstances, support needs, or vulnerabilities, and identify whether additional support or reasonable adjustments could prevent legal action. The purpose of this contact is to provide a final opportunity to sustain the tenancy and resolve arrears without court involvement. All findings must be recorded on OneSanctuary and reflected within the court action report.

18.3 The court action report is prepared by the Housing Officer and any subsequent decision to commence or restart legal action will be signed off by the manager.

18.4 The manager may present the proposed course of action to the Head of Housing. This ensures a comprehensive review, agreement on the desired outcomes from court, and verification of sufficient efforts in the lead-up to legal proceedings.

18.5 Details of any other possible action, such as breach of tenancy agreement or sundry debt, will also be provided to the solicitor.

18.6 In addition to personal contact, the following letters will be sent to tenants and referrals made following the issue of a notice. Guidance on the use of these letters is set out in Appendix 2. All stages of the process should be recorded on OneSanctuary.

- XL4 is used to invite the tenant to an appointment after a notice has been served;
- XL4B is used to give the tenant 24 hours' notice that court papers are being prepared;
- XL5 is used to inform the tenant that the case has been submitted to court;
- A referral for welfare advice must be made before the court action report is completed and submitted to the manager for review and sign-off. The outcome of the referral, or confirmation that it is ongoing, must be recorded in OneSanctuary;
- Where possible, a referral to the Housing and Communities Connector should be made to support the tenant holistically with challenges impacting on their ability to pay rent or sustain their tenancy;
- XL6 is used to provide the tenant with details of the court case including date and time, and to invite the tenant for a pre-court interview;
- XL7 is used to explain the outcome of the court hearing; and
- XL8 is used to highlight that an arrangement has been broken following a sisted/continued case.

18.7 Before the case is heard at court, the manager will interview and/or visit the tenant and we will discuss with the solicitor what outcome we should seek from the case. If a tenant makes an arrangement with us after they have been enrolled in court, then we must inform the solicitor and provide details. The solicitor must then inform the court at the hearing.

19. Reasonableness

19.1 The key consideration that the court will make is if it is reasonable to evict. Therefore, this will be the important consideration for us deciding whether to raise proceedings. Factors to consider in determining whether it is reasonable to pursue possession include:

- the amount of arrears;
- the likelihood of the tenant being able to repay arrears and meet future rent payments;
- the length of time the person had been a tenant and their record as a tenant before arrears arose;
- the reasons for the arrears arising, for example, sudden loss of employment, problems with HB, or conscious decision to not pay rent where there is no obvious hardship; and
- Sanctuary's management of the arrears, and the terms and outcome of any previous repayment arrangements.

20. Section 11 notification

20.1 Where legal proceedings are raised for possession, Sanctuary Scotland must ensure that a Section 11 notification is issued to the relevant local authority in accordance with the Homelessness etc. (Scotland) Act 2003. This must be done no later than four weeks before any potential eviction date. Section 11 notifications support homelessness prevention and enable local authorities to offer early intervention.

20.2 Sanctuary Scotland will normally instruct its appointed solicitors to submit the Section 11 notification on its behalf at the point court papers are raised. This forms part of the standard legal instruction process.

20.3 Although the notification is issued by the solicitor, responsibility for ensuring compliance with Section 11 requirements remains with Sanctuary Scotland. Staff must ensure that the instruction to issue the Section 11 has been included within the court referral and that confirmation of submission is received.

20.4 Evidence that the Section 11 notification has been submitted must be retained and recorded on OneSanctuary. Where confirmation is not received within a reasonable timescale, staff must follow this up with the solicitor to ensure compliance.

20.5 Where required, staff should support the local authority with any additional information requested following a Section 11 notification and maintain appropriate contact to assist with homelessness prevention activity.

21. Outcome of court

21.1 Possible outcomes

21.1.1 Court hearing relating to repossession for rent arrears can result in any of the following outcomes:

- **Decree granted** - decree can be granted for possession of the property, payment of the debt, and expenses.
- **Case sisted** - the case is continued indefinitely to monitor payments. If arrangements are not kept to then we can raise an incidental application to have the case heard again. Cases are commonly sisted at our request if the tenant has made some efforts to engage with us.
- **Case continued** - the case is continued until a later date to monitor payments. Cases are commonly continued either at our request or at the tenant's request.
- **Case dismissed** - the case may be dismissed with or without expenses.

21.2 Decree granted

21.2.1 When decree has been granted, staff will contact the tenant and invite them for an interview with the manager in one last attempt to make an arrangement. Should the tenant fail to respond, the manager will visit to discuss the tenant's circumstances prior to the eviction. If no satisfactory arrangement is reached, the Housing Manager or Area Manager will seek approval from the Director of Sanctuary Scotland to carry out repossession, using the standard repossession approval template.

21.2.2 Whether eviction is sought will depend on the circumstances of the tenant. As a general guide we would expect at least three quarters of the outstanding balance to be repaid, and an arrangement made to pay the rest within 10 weeks. If this is the third decree granted by the sheriff, eviction may be sought even where a late payment or arrangement is made.

21.2.3 The decree will normally contain two dates, six months apart, within which the eviction must be carried out. Cases where decree has been granted will be monitored regularly. When the six-month period during which an eviction can be carried out has elapsed, staff will review the case and take appropriate action depending on the circumstances.

21.3 Case sisted

21.3.1 When the case has been sisted staff will write to the tenant to confirm any arrangement in place and continue to monitor payments. If an arrangement is broken, staff will contact the tenant to find out if there has been a change in circumstances, offer appropriate advice, and explain that if appropriate payments are not paid then we may ask for the case to be heard again and seek decree for possession.

21.3.2 Sisted cases will be monitored regularly, and an incidental application raised to seek decree if an arrangement is not kept, or dismissal if the debt is cleared. Once a case has been sisted for 12 months, staff may seek dismissal if an arrangement has been kept to, depending on circumstances including the level of debt, previous payment history and the terms of the arrangement.

21.4 Case continued

21.4.1 When the case has been continued staff will write to the tenant to confirm any arrangement in place and continue to monitor payments. If an arrangement is broken, the tenant must be contacted to find out if there has been a change in circumstances, offer appropriate advice, and explain that if appropriate payments are not paid then staff may seek decree for possession when the case is next heard.

21.5 Case dismissed

21.5.1 When a case is dismissed staff will write to the tenant to explain the outcome of the case. Where dismissal with expenses is granted, staff will raise a sundry debt for the court expense and contact the tenant to make an appropriate arrangement for this debt.

21.6 Minute for recall

21.6.1 A tenant may lodge a minute for recall where a decree for eviction has been granted in their absence. A minute for recall allows the case to be re-opened and reconsidered by the court. It can only be used where:

- a decree has been granted,
- the tenant did not attend the hearing and was not represented,
- the tenant has not previously recalled the case, and
- recall is competent for the type of hearing at which decree was granted.

21.6.2 If the court grants the minute for recall, any planned enforcement of decree must stop, and a new hearing date will be issued. Staff must prepare for the new hearing in line with Section 18.

21.6.3 A minute for recall is most commonly raised where a tenant did not attend the original hearing and wishes the case to be re-heard. Where a tenant seeks recall, Sanctuary Scotland will not normally oppose the application, as the legal costs of opposition usually outweigh any benefit. Staff should continue engagement with the tenant to explore repayment options in advance of the re-hearing.

22. Eviction action

22.1 An eviction report must be presented to the Director of Sanctuary Scotland for any decision to enforce decree and must only be done after the manager has interviewed the tenant. The Director of Sanctuary Scotland has delegated authority to approve the enforcement of the decree.

22.2 When it has been agreed that an eviction action should be carried out, staff will ask the Solicitor to instruct the Sheriff Officer and send a notification to the tenant advising them of the date of the repossession. This notice must be received at least 14 days before the repossession date.

22.3 When a date for eviction has been agreed, staff will write to the tenant informing them that they must vacate the property on that day and advising that they should remove all belongings from the property on or before that day. Staff must also contact the relevant local authority to provide them with details. Tenants will be encouraged at all stages of the arrears recovery process to seek advice and guidance from other agencies and to pay off debt whenever possible to avoid eviction.

22.4 Two members of staff must be present at the eviction and a job order for the locks to be changed at the date and time of the eviction must be requested in advance. Staff must arrange for Police Scotland to attend if it is felt that this is necessary.

22.5 When the eviction has taken place, the tenancy will be ended. If there are any court expenses staff will then raise a sundry debt and begin procedures to pursue former tenant arrears and sundry debts.

23. Storage of property after eviction

23.1 Decisions on storing or disposing of belongings left in a property after eviction must follow the decree conditions and any instruction from the Sheriff or Sheriff Officer. Where no preservation instruction is given, items may be disposed of immediately in line with the Income Management - Scotland Policy and the Bankruptcy and Diligence etc. (Scotland) Act 2007. Items that pose a health or safety risk (e.g., infested furniture, hazardous materials) must be disposed of immediately. All actions must be documented, and photographs taken before removal.

23.2 If the Sheriff has determined that any items should be preserved, then we can apply a charge for doing this only if the Sheriff has stated that staff can apply a charge, and if this was stated in the 14-day notice prior to eviction. Any exceptions to storing the former tenant's property are stated in the Income Management - Scotland Policy - Section B, 3.6.

23.3 Before items are removed from the property, staff should take photographs of each room. If items are to be disposed of, staff must ensure that the Sheriff Officer has taken an inventory of all items. Where items are disposed of immediately, or after one month of storage, staff should also take and retain photographs of all these items.

23.4 Where items are stored, agreement should be reached with the manager on the length of time items will be stored and how often checks will be carried out (where property is stored in a Sanctuary asset). Where evicted tenants have presented as homeless and the local authority has a duty to store property, staff should advise the former tenant and local authority that we need the property to be removed.

Section B - Former tenant arrears

1. Introduction

1.1 It is our policy to demonstrate good financial management by taking a robust approach to former tenant rent arrears. Our approach with tenants focuses on prevention and encouragement of a payment culture to ensure tenancies are sustained, and to minimise any arrears when tenants do leave. In all cases where tenants leave former tenant arrears, we will act in a firm yet fair way.

2. Multiple debts

2.1 Former tenants with arrears may also have court expenses, rechargeable repairs or other debts owed to us. Where possible (depending on team structures and IT), escalation action should be taken for all of the above non-current tenant debts together.

2.2 Any legal action taken should also normally pursue all outstanding debts owed to us.

2.3 Where payment is received for a former tenant with multiple debts, the payment should go towards the oldest debt unless the former tenant specifies otherwise.

3. Notice received

3.1 Action on former tenant rent arrears begins as soon as notice is received from the tenant. The tenant should be given the standard termination letter and asked to complete the standard termination notice which includes a section asking for the forwarding address.

3.2 When notice is received, staff will arrange a pre-termination inspection. Staff will ensure that the tenant is clear about the amount of rent due up until the termination date and reinforce that this should be paid prior to leaving. Where the tenant indicates that they will not pay the arrears in full, staff will make an arrangement where possible, and confirm this in writing. If no arrangement is agreed staff will send a letter setting out the outstanding balance and our approach to recovery/implications, for example, references etc.

3.3 Where an arrangement cannot be agreed and the former tenant receives a qualifying benefit, staff should apply for Third Party Deductions through the DWP. This applies to UC as well as legacy benefits. Third Party Deductions ensure a minimum weekly payment towards arrears and should be used wherever possible to avoid further recovery action.

3.4 All relevant details from the termination notice, including forwarding address, should be recorded on OneSanctuary.

4. Tenancy termination

4.1 Housing Benefit

4.1.1 When the termination is received staff should notify the local authority that a tenancy has come to an end and request information surrounding under and overpayments, so we know what to expect.

4.1.2 Where possible, this is to be done by email to the relevant local authority and these emails retained as evidence that staff have complied with the obligation in the future if needed in the case of an incorrect claim against us for an overpayment.

4.1.3 It is important that any final HB payment received is checked for accuracy.

4.1.4 Where there is a technical arrear only outstanding, we will not pursue the former tenant while the final payment of HB is still to be processed.

4.1.5 Where there is an indication that a HB application or backdate is likely to pay off the arrear, staff should request at least £5 per week until their claim is processed. Staff must ensure the tenant is referred for income or welfare advice where additional support may help resolve the outstanding claim.

5. Balances to be written off

5.1 The Income Management - Scotland Policy states that Sanctuary will normally seek to recover former tenant arrears, unless the cost of recovery is likely to exceed the amount involved. The following should be used as a general guide in making this judgement:

All Balances Less than £10	Propose for Write Off
Balances Over £10 - With Contact Information	Commence recovery action
Balances between £10.01 and £50 - No Contact Information	Propose for Recoverable Write Off
Balances Over £50 - No Contact Information	Commence recovery action (Section 7).

6. Former tenants with current tenancies

6.1 Although it should not happen often there will be instances when a tenant moves within the organisation whilst in rent arrears. That will mean that they have responsibilities to the new and old rent account.

6.2 Wherever possible a repayment arrangement will be made for the rent arrears that are to become former before the move takes place, and a mandate with an undertaking to pay signed.

6.3 If this breaks, then recovery action must commence. Reference must be made to the current rent account when making an arrangement as we must not put the current tenancy at risk by making an unrealistic repayment arrangement.

7. Recovery procedure

7.1 The local housing team is responsible for recovering former tenant debt in accordance with the Income Management - Scotland Policy. The Head of Housing must ensure that robust processes are in place for former tenant arrears covering the following areas:

- former tenant arrears recovery;
- legal action;
- HB overpayment recovery;
- write off (further information on Pulse here: Write Off);
- write on; and
- credit management.

7.2 All actions must be recorded on OneSanctuary, and decisions must be proportionate, evidence-based, and in line with Sanctuary Scotland authorisation levels.

Section C - Garage arrears

1. Garage arrears recovery process

1.1 Where a garage account has fallen into arrears an escalation process involving two dunning letters will normally be followed.

1.2 When attempts to remedy the account through early escalation have been unsuccessful, a Garage Notice to Quit (GNTQ) may be served. Any associated residential rent account should also be checked, and prompt action taken if this should also be in arrears. The notice should only be served where the debt owed is more than a month with monthly licences and more than two weeks with weekly licences or where a balance has been unpaid for more than four weeks. At least two arrears letters must have previously been issued within the last six months before a GNTQ can be served. GNTQs may be served where the account has been persistently in arrears or there is a breach in use and the issuing of a GNTQ has been discussed and agreed with housing operations.

1.3 The local housing team will issue a copy of the GNTQ to the customer and send a copy to the local Housing Services team who will attach a copy of the notice to the garage. The manager may withdraw a GNTQ where the debt is cleared, or an arrangement made, and they are satisfied there are no other reasons for enforcing the GNTQ. The manager may have regard to the number of previous GNTQs served or arrangements breached in making their decision.

1.4 Seven days after the GNTQ has been issued housing staff will raise a lock change request with Sanctuary Maintenance. Once the lock change has been completed rechargeable works will be billed to the customer.

1.5 Further guidance on issuing Garage Notices to Quit, lock changes and escalation procedures is available on Pulse. Staff must ensure all actions comply with Scottish contractual and statutory requirements, follow Sanctuary Scotland's proportionate escalation principles, and reflect the same standards of record-keeping and tenant engagement used for residential rent accounts.