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Tu Nguyen Management Limited

Rent Arrears Policy

Agency Details

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RENT ARREARS POLICY

1. POLICY PURPOSE AND SCOPE

This policy outlines our standard approach to rent collection and rent arrears management, balancing a firm but fair approach to protect landlord income while supporting tenants facing genuine difficulties. It aligns with statutory obligations under the Housing Acts 1985 and 1988, the Protection from Eviction Act 1977, and guidance on fair practice.

2. TENANT OBLIGATIONS

- Tenants must pay rent in full, on time, and in advance as stipulated in the tenancy agreement.
- Tenants must set up standing orders to avoid late payments of rent and use the correct reference provided at the start of the tenancy.
- Rent remains the tenant's primary obligation, and arrears are treated seriously from the first missed payment.

3. EARLY INTERVENTION & COMMUNICATION

- Missed payments will prompt contact with the tenant within 1 business day, via phone, text, online messaging or email.
- A friendly reminder will be issued and a rent statement will follow if no payment is received.
- If vulnerabilities or benefits delays exist, we will adopt a supportive and tailored approach.
- It is the tenant's responsibility to be proactive with communications and to anticipate any possible future rent arrears.

4. ROLE OF A GUARANTOR

- A guarantor is a third party (usually a parent, relative, or professional guarantor company) who agrees to take on the tenant's financial obligations under the tenancy



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agreement. This includes liability for unpaid rent, damages, or other costs recoverable under the tenancy.

- Where a guarantor has been provided, the agency and landlord may pursue the guarantor directly if the tenant falls into arrears. Enforcement action against the tenant is not restricted by the presence of a guarantor.
- In cases where tenants use a third-party guarantor service (such as Housing Hand), the coverage period of that service may not always match the full tenancy term or expires as soon as the agreement becomes periodic. Where the guarantor service coverage expires, it is at the landlord's discretion whether to request the tenant to renew or extend their coverage.
- Tenants have no legal obligation to renew such third-party coverage once expired. If coverage is not renewed, the landlord must consider alternative risk management measures (for example, requesting a replacement guarantor, adjusting tenancy terms, or deciding whether to continue the tenancy at renewal).
- A landlord cannot unilaterally impose a new obligation on the tenant during the fixed term. That would amount to a **variation of contract**, which requires **mutual agreement** from both parties.
- All guarantor arrangements must be confirmed in writing and signed before the tenancy commences. Where a guarantor service is used, the terms of that service will apply in addition to this policy.

5. Escalation Stages

This policy provides guidance to ensure rent arrears are managed consistently and fairly, with tenants treated in line with legal requirements and best practice. Each case must be assessed individually, and any action taken should be proportionate to the circumstances and fully documented.

A tenant is only late on their rent if it does not arrive on the day it is due. Therefore, they have until midnight on that day to make payment. The agency is to avoid chasing the tenant for payment until the rent payment day has passed. Doing so could be viewed as a breach of a tenant's right to peaceful enjoyment. Before acting on instruction from the Landlord, the Agency is to



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double check with the Landlord that the payment has not been made earlier by the tenant.

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Stage	Trigger	Action
1A	24 hours in arrears	Friendly reminder via WhatsApp and COHO
1B	24-48 hours in arrears	Friendly phone call reminder
1C	+48 hours in arrears	Escalation to Property Manager
2	2 weeks in arrears	Formal written reminder and meeting request
3	3-4 weeks in arrears	Contact Guarantor and formal letter with offer of repayment plan to Guarantor and tenant
4	More than 4 weeks in arrears	Final formal demand, letter before action
5	8 weeks or more of persistent default	Advise the landlord to take legal advice to serve Section 8 notice on arrears (Ground 8 or 10). Initiate county court claim for possession and arrears

The agency or Landlord will follow the Ministry of Justice Pre-Action Protocol throughout and take instruction from the Landlord.

Where a 3rd party guarantor service is used like **Housing Hands**, the Agency and Landlord need to ensure they are informed of



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rent arrears as soon as possible. In most cases, this must be done **within 30 days** for a successful claim.

If the case is likely to reach a stage requiring eviction, this is a paid for service which the Agency can refer to a 3rd party provider to advise.

See also: [Evictions & Property Compliance Policy](#)

6. Supporting Tenants in Hardship

- We will signpost financial, benefit, or debt advice services such as Citizens Advice where appropriate.
- Tenants will be offered an opportunity to discuss repayment options.
- Where rent arrears result from delayed Universal Credit or Housing Benefit, we may delay escalation if genuine and evidenced.

7. Legal Action

- **Section 8 notices** will be issued when rent arrears reach **two months** or earlier if persistent and upon instruction from the Landlord.
- **Accelerated possession (Form NB5)** may be used under Section 21 after fixed term expiry, subject to compliance.
- Court claims for rent arrears may be pursued as a **money judgment** alongside possession where appropriate.

8. Tenant Data and Protection

- Tenant personal and arrears data is handled confidentially and in compliance with **GDPR and UK data protection laws**.
- With tenant consent, we may share information with welfare or benefits agencies to assist in resolving arrears.
- See [Privacy Policy](#)

9. Fees, Interest, and Cost Recovery

- A grace period of **14 days** is provided for late payment.



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- Thereafter, the agency may apply interest if specified in the tenancy agreement and compliant with the Tenant Fees Act 2019, unless otherwise agreed with the landlord.

10. Monitoring & Review

- Monthly reviews of rent accounts ensure activity is tracked.
- Cases of recurring arrears or enforcement outcomes are reported to a director.
- Landlords are kept updated with rent arrears.

11. Exceptions

- We retain discretion to deviate from the policy in cases coupling **anti-social behaviour** with rent default or other tenancy breaches.



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12. Appendix

TEMPLATE - STAGE 2 AGENCY LETTER

Dear [Tenant Name],

According to our records, your rent account is now **[X weeks in arrears]**. As per the terms of your tenancy agreement, rent must be paid in full and on time even if your intention is to vacate the property.

We understand that difficulties can arise, and we are committed to working with tenants who may be facing genuine hardship. However, it is important you are aware of the **serious consequences** if this matter is not addressed promptly:

- **Legal action** may be taken to recover the arrears. This could result in a **County Court Judgment (CCJ)** against you.
- A CCJ will seriously affect your **credit rating** and ability to obtain loans, credit cards, mortgages, or even future rental properties.
- Continued arrears could ultimately lead to **eviction proceedings** under Section 8 of the Housing Act 1988.

We want to avoid these outcomes and instead support you in resolving this matter. Therefore, we would like to arrange a **face-to-face meeting or video call** at a convenient time to discuss:

- The reasons for the arrears,
- Any support or advice we can signpost you to, and
- An affordable repayment plan (if appropriate).

👉 Please contact us by **[insert date, e.g. within 5 working days]** to confirm a suitable time. You can reach us at [phone/email].

If we do not hear from you and the arrears continue, we will have no option but to escalate the matter in line with our [Rent Arrears Policy](#).

We strongly encourage you to take this opportunity to engage with us now so we can work together on a solution.

Yours sincerely,
[Your Name]



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