

Landlord Support Package

What does the Landlord Support Package include?

- **Outreach**

To help tenants to successfully rent housing. It lasts an initial period of 18 months.

- **Insurance**

A rent guarantee and legal expenses insurance which is also for 12 months.

- **Grant**

The Council pays this to the landlord for eviction costs between 12 and 24 months.

What kind of help is given?

- **Support to the Landlord and the Tenant**

Often tenants lose their tenancies for easily-avoided reasons. A tenant losing their job may be slow in applying for benefits so quickly builds up rent arrears. Small problems can become big problems very quickly. And unnecessarily!

Our full-time Housing Outreach Officer ensures that these situations are managed efficiently.

- **The Result**

The landlord keeps their income

The tenant keeps their home



Insurance against Rent Arrears

The Landlord Support Package includes a Rent Guarantee and Legal Expenses insurance.

- **The Council pays the premium**
- **The Insurance is in the name of the landlord**

How much is it worth?

- **£10,000**

This covers rent arrears plus an extra £25,000 for court and possession proceedings.

- **The cost**

This depends on the annual rent. For a 3-bed house at £550 it is £120 for 12 months cover. The Council pays this up front in the first year.

Are there any conditions?

- **Benefits**

The Council will organise proof of the tenant's income and get proof of any benefits.

- **Affordability**

The Council will ensure that the property is affordable at the point of referral.

- **Local Housing Allowance**

As well as being affordable generally, the rent must be within the LHA rate. This is the maximum amount payable in Housing Benefit:-

Local Housing Allowance Rates	
East Staffordshire	
Property Type	Rent (pcm)
shared accommodation	£260.89
1 bed self contained	£354.48
2 beds	£449.99
3 beds	£536.98
4 or more beds	£705.67

Is the insurance easy to get?

- **Yes – checks aren't required**

Background checks or references for the credit are not required

- **Yes – deposits aren't required**

A cash deposit from the tenant isn't required

- **Yes – hassle is reduced**

The process is straightforward. There's a simple form to fill in.

Where's the small print?

As with any insurance policy there are background documents. See the last pages of this leaflet for a Policy Summary. Terms and Conditions will be provided before you agree to participate.

How can I claim?

The insurance company has set out a straightforward process as follows:-

“If the Insured needs to notify a possible Claim, they should write immediately to the Claims Department (Abbey Legal Protection, 20 Fenchurch Street, London EC3M 3AZ or fax 0845 250 8863 or e-mail claims@abbeylegal.com). The Insured should provide their Policy Number and brief details of the circumstances. A claim form will be sent to the Insured for completion and this must be returned without delay. Please note that in certain circumstances (as shown on the Schedule) Abbey Legal Protection will choose a suitable representative to act on the Insured's behalf.”

Outreach

What does the outreach consist of?

- **The Housing Outreach Officer**

The Housing Outreach Officer will be the 'go to' representative from the Council to act as the first point of contact for both the landlord and tenant.

- **Sign-up**

The Housing Outreach Officer will be there at the signing of the tenancy, to ensure that both parties are aware of any issues with the property on move in and steps agreed to achieve resolution.

- **Practical advice**

The Housing Outreach Officer helps the tenant to set up utilities etc and make the relevant benefit claims. Early help at the onset of the tenancy will help minimise the risk of fines and debts incurred later, which could result in rent not being paid.

- **Jam Jar Account**

Tenants will be encouraged to utilise a specialist Jam Jar account which is offered by the credit union to ensure priority debts are paid. Please ask for further details.

- **Follow-up visit**

A follow up visit will be made during the second month of occupancy to ensure that everything is in place, and no new issues have arisen.

Outreach Service Standards

- **72-hour outreach response**

Whatever issues arise between client and landlord, both parties can expect a speedy and targeted response from the Outreach Officer – normally within 72hrs.

- **Outreach office cover**

During periods when the Outreach Officer is absent, cover for the post will be supplied within 5 working days.

- **18 months of outreach**

The outreach will be for the first 18 months of the tenancy, but there can be flexibility to extend the outreach beyond this period in individual cases.

What if things go wrong?

The Outreach Officer will put in all the effort to make sure it doesn't happen and to put things right if possible. But what happens if despite the best efforts of those involved, the landlord still has to evict the tenant because their conduct of their tenancy has not been acceptable in some way?

- **Money for court costs**

If the landlord needs to evict between month 12 (end of insurance cover) and month 24 (end of our agreement). The Council will make a one-off payment of £600 to cover basic court costs

Joining the Scheme

Identification and Referral of Prospective Tenants:

- **Matching**

Prospective tenants will be matched based on the widest possible view of suitability, with a particular focus on affordability. This package is offered to provide reassurance to landlords if things go wrong. Please ask for further detail on the referral process

How does this package relate to Selective Licensing?

The package is offered on the same terms to all landlords, whether inside or outside the selective licensing area. See the Council's web pages which describe the selective licensing scheme. All the selective licensing requirements will apply as normal within the selective licensing area.

Policy Summary from the Insurance Provider

The purpose of this Policy Summary is to help you understand the insurance by setting out the significant features, benefits, limitations and exclusions. You should still read the full Policy Wording for a full description of the terms of the insurance, including definitions. This Policy Summary does not form part of the Terms and Conditions.

Policy Benefits

Section 1 - Eviction Cover

Legal Expenses incurred in evicting the Housing Benefit tenant from the property for either non-payment of Housing Benefit rent or at the expiry of the Housing Benefit tenancy agreement.

Provided that:

- a) All statutory and contractual notices are compliant and have been served on the Housing Benefit tenant;
- b) You or Your agent have issued a formal written notice to the Housing Benefit tenant in accordance with the terms of the tenancy agreement informing the Housing Benefit tenant that possession is being sort under the Housing Act 1988 Section 21 and/or Section 8. This notice must be issued to the Housing Benefit tenant and be effective no later than 5 days before the Housing Benefit tenant is in arrears of Housing Benefit rent of an aggregate amount equal to three month's Housing Benefit rent.

Section Exclusions

There is no cover for claims: -

- a) arising from or connected to pursuit of the Housing Benefit tenant for Housing Benefit rent arrears and/or mesne profits and/or dilapidations once vacant possession of the property has been achieved;
- b) arising from or connected to the performance of your obligations under the Housing Benefit tenancy agreement;
- c) relating to the payment or non-payment of service charges as defined within the Landlord and Tenant Act 1985;
- d) arising within the first 90 days following inception of the Policy where the commencement of the Housing Benefit tenancy agreement predates the inception date of this Policy unless evidence of continuous insurance immediately prior to the Period of Insurance is provided.
- e) Where the Local Authority has overpaid any housing benefit to you which is subsequently deemed to not be Housing Benefit rent no indemnity is provided for this shortfall or arrears.

Section 2 - Rental Guarantee

Housing Benefit rent the Housing Benefit tenant is due to pay you under the Housing Benefit tenancy agreement which you have not received.

Provided that:

- a) a Claim has been made and accepted by the Cover holder under Section 1 of this Policy to evict the Housing Benefit tenant in respect of the Housing Benefit rent arrears;
- b) A full month's Housing Benefit rent must be in arrears after deduction of the Excess;
- c) Where the notices are served late but Insurers nevertheless accept a Claim under Section 1, Insurers will only indemnify You for Housing Benefit rent the Housing Benefit tenant is due to pay You from the date which those notices become enforceable. In these circumstances the Excess payable under Section 2 of this Policy will increase by £250.

General

- Any claims where you do not have reasonable prospects of success in your legal/tax case.
- Any costs incurred before we have consented to those costs being incurred.
- Defence of civil legal proceedings arising from injury, loss/destruction of property, breach of professional duty or tortious liability.

Insurance Provider

This insurance is underwritten by Markel International Insurance Company Limited, 20 Fenchurch Street, London EC3M 3AZ and administered by Abbey Legal Protection, a trading division of Abbey Protection Group Limited.

Duration of contract

The Period of Insurance is for 12 months or as otherwise stated in your Policy Schedule and Indication.

Premium

The premium payable is as stated in your Policy Schedule and Indication.

Insurance Cover

This is a claims made insurance which covers claims notified within the Period of Insurance. The Insurance indemnifies you for legal costs and rent in situations shown in the tables below.

Significant Benefits

The following tables set out the significant features, benefits, limitations and exclusions of the Commercial Legal Expenses Insurance. The Insurance is split into Sections of Cover.

Significant Features	Indemnity Limits	Section 1 - £25,000 any one claim Section 2 - The Housing Benefit rent shown in the Housing Benefit tenancy agreement up to a maximum of £2,500 per month. The maximum Housing Benefit rent payable per Claim is £10,000 or the equivalent of 12 months' Housing Benefit rent, whichever is the lesser amount. The maximum payable under this Policy for all Claims notified during the Period of Insurance is £500,000	Schedule/ Indication
Territorial Limits		The United Kingdom of Great Britain & Northern Ireland	Schedule/ Indication
Excess		Section 1 - NIL Section 2 - £250 or one months' Housing Benefit rent whichever is greater any one claim	Schedule/ Indication
Increased Excess (For use of own Appointed Representative)		Section 1 - £1,000 any one claim Section 2 - Not Applicable	Schedule/ Indication

Contact Us

The Housing Options Team usually has a duty officer available Monday to Friday 9am to 5pm (Wednesday morning from 9.45am)

The Housing Options Team

Customer Service Centre

Market Place

Burton upon Trent

DE14 1HA

Phone 01283 508120

Search for 'Housing' and 'Homeless Now' at www.eaststaffsbc.gov.uk

housing.options@eaststaffsbc.gov.uk