



Housing Benefit



Service Level Agreement with Housing Associations, Registered Social Landlords and Charitable Landlords

June 2009

1 Introduction

- 1.1 This agreement sets out the service levels and standards to be achieved by the Council's Benefits Service and Housing Associations (HA), Registered Social Landlords (RSL) and Charitable Landlords (CL), operating in the area, in the processing and administration of the Housing Benefits Scheme for their tenants.
- 1.2 The agreement allows service users to influence service standards whilst recognising that the statutory responsibility for the Housing Benefits Schemes rests with the Council. The aim is to assist the processing of claims and the administering of entitlements.
- 1.3 The following issues are covered:
- the standards to be achieved by the Council
 - the standards to be achieved by the landlord
 - the quality and level of service
 - liaison arrangements between the parties
 - escalation arrangements in the event of disagreement
 - monitoring and review arrangements
- 1.4 The intention of this agreement is to promote good practice and to facilitate continuous improvement in service delivery and accountability. It does not represent a legally binding agreement between the parties.

2 Services provided by the Council

- 2.1 Time taken to process claims and changes
- a) Complete cases (details can be validated)

The Council will decide 90% of complete cases within 10 working days of details being validated.

The remaining 10% will be dealt with within a further 10 working days.

An express service will be offered for new claims arriving complete.

b) Incomplete cases

Where a case is incomplete upon receipt, the Council will use its best endeavours to validate any missing details. In the first instance, contact will be made by telephone in order to minimise any delay.

90% of written enquiries will be sent within 10 working days.

The remaining 10% will be contacted for information within a further 5 days.

A reminder will be issued after 10 working days.

Cases, still incomplete after one month, will be made defective. This decision will be notified to the claimant.

2.2 Time taken to make payment

a) Complete cases

Where a case is complete, 100% will be paid within 7 days of being assessed and notified.

b) Incomplete cases

Where a case is incomplete and, in the judgement of the Council, sufficient information has been supplied, and the claimant can show could cause for not being able to provide the requested information, the Council will issue a payment on account.

2.3 Help with claiming

- a) The Council will make a supply of claim forms available on request.
- b) The Council will answer queries from the landlord if the claimant has given their authority, or if payments are to be made direct to a landlord. However, laws governing the confidentiality of information and the privacy of claimants will be upheld.

2.4 Eligible rent and service charges

- a) The Council will assess eligible rent in accordance with the Housing Benefit regulations.
- b) Deregulated rents will only be referred to the Rent Service where the Council considers them to be unreasonably high.

2.5 Housing Benefit – payment direct to landlord

- a) The Council will give priority to and comply with Regulation 95 in response to requests from landlords for direct payment where a tenant has 8 weeks or more rent arrears.
- b) Where a tenant requests payments to the landlord, these payments will be made.
- c) The council will pay the landlord where it considers that it is in the interests of the claimant, except where this conflicts with the landlords' policies.
- d) The Council shall notify landlords of every decision affecting the payment of housing benefit direct, providing the information specified in Schedule 9 of regulations.
- e) Payments to landlords will be made 4 – weekly in arrears for all new claimants.
- f) The Council will continue to apply the provisions of Regulation 92, regarding the variable frequency of payments to tenants, as appropriate. Payments will be made in arrears.

g) A schedule of payments will be sent to the landlord relating to each direct payment. The schedule will include:

- each claimant's name and address
- amount paid for that claimant
- period covered by the payment

2.6 Overpayments

a) The Council will comply with regulations relating to overpayments. It will make a distinction between recoverable and non-recoverable amounts as set out in Regulation 100.

b) Where benefit is paid direct, the Council will notify the claimant and the landlord when a decision is made to recover an overpayment. The notification will make clear:

- the fact of the overpayment
- the amount recoverable
- the period to which the overpayment relates
- the reason for the overpayment
- where recovery is sought from ongoing benefit, the amount of the deduction

c) The landlord will not be asked to repay any overpayment wholly attributable to the claimant's action or failure to act.

d) Where recovery of an overpayment is sought from a landlord by the Council, the notification will offer the right of appeal and give the time limits to be complied with.

e) The Council will endeavour to ensure that, where an overpayment is being recovered from ongoing direct

payments, the recovery rate does not cause the claimant undue hardship. The onus is on the claimant or payee to make representations to reduce recovery rates.

- f) In the event, that an overpayment in respect of one tenant is recovered from the benefit payable in respect of another tenant, the Council will comply with the requirements of Section 16 of the Social Security Administration (Fraud) Act 1997.

2.7 Appeals

- a) Landlords can appeal against decisions made by the Council that affect them, including
- Decision about who to pay
 - Decision about overpayment recovery
- b) The council will comply with relevant legislation, and use its discretion, as appropriate.
- c) Reconsideration requests will be processed within 28 days, or as soon as reasonably practicable thereafter.
- d) Appeals will be referred to the tribunal within 28 days, or as soon as reasonably practicable thereafter.

2.8 Publicity

- a) The Council will comply with its statutory duty to publicise the Housing Benefit Schemes.
- b) The Council will assist landlords to provide basic Housing Benefit training to their staff.
- c) The Council will, on request, provide confidential advice and assistance on benefits in general for individual tenants.
- d) The Council will, on request, provide landlords with stocks of forms and leaflets, to be supplied to potential claimants.

2.9 Investigation of alleged fraud

- a) The Council will consider all allegations of benefit fraud, and will follow procedures when deciding a course of action.
- b) Investigators will comply with the Council's Code of Conduct and investigations will comply with relevant legislation.

2.10 Disclosure of information

- a) The council will reveal to a landlord any information relating to a claim that the landlord is entitled to know.
- b) Tenants will be asked for authorisation to discuss the progress of their claim with their landlord.
- c) The claim form will include an authorisation statement.
- d) We will not reveal the personal circumstances of any tenant without their explicit permission.

3 Services provided by landlords

3.1 Assisting claimants

- a) Landlords will undertake to offer assistance to their tenants in completing Housing Benefit forms.
- b) Landlords will encourage their tenants to supply the Council with details required to process housing benefit.
- c) Where benefit claim forms are completed during the tenancy sign up procedure, or with the assistance of the landlord, they will be sent to the Council the same day, along with photocopies of any supporting evidence gathered. This is to ensure that entitlement starts from the earliest possible date.
- d) Photocopies of any further evidence obtained will be sent to the Council on the same day. Any documents must be clearly marked with the name and address of the claimant.

With the consent of the claimant, the landlord may retain copies of the claim form and any evidence.

3.2 Eligible rent and service charges

- a) Landlords will provide to the Council confirmation of rent and service charges in support of claims from new tenants.
- b) All rent and service charge increases will be notified to the Council as soon as they have been set.
- c) Landlords will provide a schedule detailing the service charges included in rents so that the Council can clearly identify eligible and ineligible services charges.

3.3 Housing Benefit – payment direct to landlord

- a) Landlords will publicise to tenants the advantages of allowing the Council to answer their queries relating to claims and payments, using the indicator on the claim form as authorisation.
- b) Landlords will minimise the time taken to post Housing Benefit payments to rent accounts.

3.4 New housing schemes

- a) Landlords will inform the Council of any new schemes at least 4 weeks in advance of those schemes being completed and let, giving details of projected rents and service charges.

3.5 Voids

- a) In all cases, when a property becomes void or notice is received from a tenant, the landlord will notify the Council as soon as they become aware.
- b) The notification from the landlord will include the date that notice was given and the date the tenancy ends.

3.6 Changes in circumstances

- a) Landlords will remind their tenants of the duty to report any changes in circumstances to the Council.
- b) Any changes of circumstances identified by the landlord in respect of tenants, known to be claiming Housing Benefit, will be notified to the Council immediately where this does not conflict with tenants' confidentiality.

3.7 Recoverable overpayments

- a) Landlords will repay to the Council any overpaid Housing Benefit within 4 weeks of the authority making the request. The following circumstances must apply:
 - There is no ongoing entitlement to Housing Benefit (or the Council is not recovering by deduction from ongoing entitlement).
 - The landlord has received the overpayment.
 - The overpayment is recoverable.
 - The tenant is not wholly responsible for the overpayment.
 - The landlord, the tenant or their representative has not appealed against the overpayment
- b) Landlords will repay overpayments quoting the debtor account details so that monies can be properly allocated to claims.

3.8 Appeals

- a) Appeals will be sent to the Council, in writing, with one calendar month of the decision being notified.

3.9 Publicity

- a) Landlords will promote the availability of Housing Benefit and Council Tax Benefit to their tenants through:

- providing leaflets, either supplied by the landlord or by the Council.
- making the Council's claim forms available to tenants.
- providing basic Housing Benefit training to appropriate staff. The Council may be able to assist with this training.
- providing advice on Housing Benefit when signing new tenants.
- promoting the completion of a claim form when signing new tenants.
- working with the Council on take-up campaigns.

4 Liaison arrangements

- 4.1 The parties to this agreement will supply list of staff contacts.
- 4.2 The parties agree to a willingness to have exchange visits and joint training sessions. These are to be arranged as appropriate.
- 4.3 The parties agree to nominate individual Liaison Officers and provide names, business addresses, and telephone numbers for them and other contacts, such as accounting teams.
- 4.4 Contact details will include those of officers to be contacted in the event of a disagreement, which cannot be resolved.
- 4.5 The parties will respond to 90% of enquiries from each other within 5 working days. The remaining 10% will be finalised in 15 working days.

5 Monitoring and review of the agreement

- 5.1 All parties agree to meet at least annually to:
 - assess progress against targets.

- assess the application of policy and procedures.
- discuss regulations and guidance.

The Council will organise these meetings.

5.2 All parties accept that the agreement can be changed in light of:

- performance against current standards.
- caseload.
- policy issues.
- new developments.
- new legislation.
- new technology.