



# Rutherglen & Cambuslang Housing Association

## Factoring Debt Recovery Policy

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<b>Purpose</b>	To maximise use of resources available to accurately monitor and recover the arrears due.
<b>Regulatory Requirements</b>	<b>Standard 5:</b> The RSL conducts its affairs with honesty and integrity
<b>Regulatory Guidance</b>	<b>Standard 5.6</b> There are clear procedures for managing debt recovery and the arrears level for Factoring.
	<b>Date Approved by Management Board:</b> October 2025 <b>Date of Next Review:</b> October 2028

## **Factoring Debt Recovery Policy– October 2025**

This document sets out the policy objectives and accompanying procedures to be followed in connection with the Association's management of arrears for its Factored Owners.

It should be noted that the Association operates 2 sets of Management Fees that apply to either the Fully Factored customer base (310 of at time of print) or it's Landscape Maintenance only service (which caters for 622 customers at time of print.)

The actions to be adopted should be taken with either set of customers and will be governed by both amount owed and/or period of arrears over which the debt has built up.

The Policy will be reviewed every 3 years or sooner dependent on operational priorities and/or regulatory changes.

The Policy and its working practices have been approved by the RCHA Board of Management at its meeting held on 21<sup>st</sup> October 2025.

The contents have also benefited by input to the legal processes/options by the Association's Solicitors TC Young.

## RCHA - Factoring Debt Recovery Policy

### Contents/Section

1. Introduction
2. Principles, Aims and Objectives
3. Debt Prevention
4. Debt Management
5. Debt Recovery including Legal Options and Prescribed Debt Restrictions
6. Additional (non-legal based) Measures including Withdrawal of Factoring Services
7. Review Process

## **1. Introduction**

Rutherglen and Cambuslang Housing Association provides a Factoring service to property owners (mostly owner occupied but some of these are rented out) to over 900 clients in the local area.

We are responsible for the general management and maintenance of the common areas for some 310 Fully Factored Owners. We also arrange the Buildings Insurance for the majority of these clients – although everyone has the option to arrange their own Buildings Insurance and advise the Association accordingly.

The Association also provides a Landscape Maintenance only service to some 622 clients, and their annual Management Fee is reduced, compare to fully factored clients, to reflect the extent of different services supplied.

The Association currently operates the Factoring Service alongside its main business model as a Registered Social Landlord, but part of its 3 Year Business Plan includes the full consideration of the merits for operating the Factoring operations within the subsidiary business structure that RCHA already has in place.

RCHA invoices and collects payments from owners for Common Repairs, Maintenance of the common areas, Buildings Insurance, Management Fees and/or Landscape Maintenance on a 6 monthly basis currently – although this is scheduled to change to quarterly billing during early 2026 to improve the visibility, general administration and affordability of invoicing.

Debt prevention and recovery is one of the main objectives of the RCHA business model as we look to eliminate all areas of potential cross subsidy for the Factoring Service from elsewhere in the business. The standard of service provided by the Factoring team can be significantly impacted if/when payments for works and services provided are not settled in a timely manner.

RCHA will always look to employ robust debt management principles so that settlement of all invoicing charges is achieved at the earliest opportunity or followed up promptly when settlement is not forthcoming.

## **2. Principles, Aims and Objectives**

RCHA will make maximum use of resources available to accurately monitor and recover the arrears due, including Legal advice and the involvement of Sheriff Officers as appropriate.

We will look to take a fair and consistent approach to all actions applied, ensuring that trigger mechanisms are carried out at the right stage taking account of amounts involved or period of time over which the debt has built up.

We will also work in a collaborative manner with our customers in an effort to consider all payment options and the terms under which an effective and agreeable payment plan may be reached. With this in mind, it is vital that the Association communicates effectively at an early stage when any account looks like falling behind.

This will involve timely and considered contact to highlight that an account has fallen into arrears, establish why this has taken place and discuss how this may be addressed in the short and medium terms to prevent the debt increasing.

The Association will also monitor the level of arrears at regular intervals, through the monthly reporting process carried out by the Factoring Lead Officer and endorsed by the Depute Director. These metrics will include agreed KPIs specific to Factoring. The Board of Management will be updated on key performance measures quarterly.

### **3. Debt Prevention**

RCHA is committed to preventing debt and will adopt a supportive approach with our customers, placing an emphasis on assistance and co-operation.

We will also ensure that Factored Owners are aware of the various sources, including ourselves, that can be consulted when any account will fall/has fallen into arrears. This is reliant on customers informing us at an early opportunity that they are unable/may be unable to make payments of sums as they fall due.

The Association will maintain its stock practice of advising each owner when a particular common repair, involving individual commitments of over £250 per property, are required to be carried out and seek to obtain payment in advance of the works taking place.

In instances where a significant sum per property is involved, the Association will look to agree individual payment plans, aligned to the circumstances of the customer whilst, at the same time, protecting the interests of RCHA and its other customers and tenants.

The Association will endeavour to give owners information regarding our large-scale investment and common property component replacements with as much notice as possible to enable owners to save for higher spend items.

### **4. Debt Management**

Where factoring arrears have arisen, the Association will offer Factored Owners the opportunity to enter into a repayment arrangement in an effort to allow the customer to pay off the arrears in instalments over an agreed period of time as outlined below.

Affordability is relative to each property owner, but as a guide, the Association should look to recover any outstanding arrears, typically within a 1-year period and normally no more than 2 years unless sanctioned by the Depute Director or CEO.

The amounts involved could vary dependent on individual circumstances, but as a guide, the Association should look to recover 100% of the arrears owed over a 12 month period by agreeing with the customer, signed off where possible, that a monthly amount equivalent to 10% of the debt will be paid each month.

Separate arrangements will apply where the payment has been agreed over a period of more than 12 months but less than 24 months, but the overall aim must be to ensure that payment of all of the arrears is achieved within the agreed time period.

It should be emphasised that during this monthly payment commitment, the customer must ensure that Full payments to the regular invoicing cycle (whether 6 monthly or quarterly) are met to prevent the debt recurring elsewhere within the account. i.e. Sufficient payments are made to address the arrears level and maintain the current charging to the account during the period of recovery.

## **5. Debt Recovery**

RCHA will seek to tackle arrears at the earliest opportunity, with a commitment to effective debt recovery which will be based on a consistent approach to each case.

Factoring invoices will become due for payment within 14 days from the date of issue.

The following escalation process should be applied to unpaid accounts.

1) If an owner does not make payment within 21 days from when the account was issued, a first reminder letter should be issued by post (and email address where known and via text message where known) The letter will clearly state the outstanding balance and point out the urgent need for settlement within 7 days of the date of the letter.

The letter will refer to potential consequences if payment is not made but will also invite contact with the Association to establish reasons for the non-payment thus far.

2) Following 1 above, if no contact has been established and no payment has been received, then a second and final reminder letter will be issued to the Factored owner and underpinned with a phone call (where details are known)

This 2<sup>nd</sup> reminder letter will refer to the amount involved and emphasise that no response has been received to the 1<sup>st</sup> letter (or email or text message where appropriate) This letter will also point out that if payment is not received within 7 days of the 2<sup>nd</sup> letter, then the Association will refer the matter to its Solicitors for legal action to be taken.

3) If no response (or payment) is received to the 2<sup>nd</sup> reminder letter, then the Factoring team should attempt to make contact by telephone (where known) pointing out that legal action will commence if payment in full is not received within 7 days of the phone call, the matter should be referred to the Associations Solicitors for them to issue a letter stating that the owner has 7 days to clear the arrears or court action will be initiated. There will be an appropriate charge (£20 at September 2025) applied to the owners account as an administration charge for the letter and to cover the Association's costs.

If following the actions above, no response or payment is forthcoming from the owner then Legal Action should be considered as appropriate from the range of options outlined in the following summary.

## **5.1 Legal Actions available to RCHA**

It should be noted that Prescribed Debt Restrictions apply where Factoring arrears and Legal Action are involved, whereby the debt is only recoverable for a period going back 5 years from the time that Legal Action commenced,

There is no retrospective window going beyond 5 years, unless the Association can demonstrate that previous actions such as a Decree, through the Courts, were initiated (note – a Notice of Potential Liability, NOPL, is insufficient for this purpose)

Once a recovery action commences, Legal costs will accumulate and all such charges will be added to the arrears level owed by the customer. Factored Owners facing legal action will need to be reminded that it can add a significant amount to the principal sum owed.

Options to be considered:

### **A Decree through the Court.**

Once a decree is granted in favour of the Association, if full payment noted within the decree (inclusive of legal costs) is still not forthcoming, either by one-off payment or by means of an agreed repayment plan, we may pursue debt enforcement using the following measures – which will also be rechargeable to the Factored owner.

Once a Decree for payment has been obtained, it cannot be enforced for a period of 4 weeks. Thereafter the Association will have various diligence (enforcement) options to consider. If the Association is aware of the owner's whereabouts and they simply fail to engage in the process, then a letter should be sent enclosing the Decree and seeking payment and pointing out that other diligence methods will be taken such as arrestment of wages and/or bank accounts if the arrears are not cleared.

Prior to proceeding with diligence, the Association will be required to instruct Sheriff Officers to serve a Charge for Payment. The purpose in serving this Charge is to give the Debtor one last chance to pay the sum of money ordered by the Court. The Service Officer fee for service of a Charge for Payment will be £61.70 + VAT for claims where the value is up to £1,500 and £96.27 + VAT for claims over £1,500 (at time of policy preparation)

If an owner's address is known and is within Scotland, the Charge for Payment will give them 14 days to make payment. If the owner's address is either out with Scotland or is unknown, then the Charge for Payment will give them 4 weeks to voluntarily make payment.

If an owners' current whereabouts is unknown then in accordance with the Simple Procedure rules, the Association must take all reasonable steps to find out the owner's address. This would be evidence through a Sheriff Officer trace.

Where the current address cannot be identified, then instead of formally serving the Charge on the owner the Association must formally serve it by Sheriff Officer on the Sheriff Clerk in the Sheriff Court where the owner's last known address was.

The Sheriff Clerk must then publicise the Charge by advertising its details on the Scottish Courts and Tribunals Service website for 4 weeks. After this period the Sheriff Clerk must certify on the Charge that the advertisement took place and send it to the person who formally served it.

If following the successful Decree, a full payment of the arrears or an agreed payment plan has not been achieved, then the Association can take (but not be limited to) the following actions;

### **5.1.1:- Bank Arrestment**

Bank Arrestment – when a Bank Arrestment is successfully served, the arrested sum will be deducted from the owner's bank account and paid to the Association (as a Creditor) If the arrestment is successful then the arrested sum will be released to the Association within 14 weeks. Note – the Bank is not obligated to confirm whether the arrestment has been successful or not so the Association will need to wait up to 14 weeks to discover if the payment of the awarded sum has been made.

There is no limit to how much funds can be arrested from a Debtors bank account – up to the sum granted by the extract decree.

It is possible to seize the full amount owed (including interest and charges) and expenses and the costs of executing the arrestment itself.

It should also be noted that there is a protected minimum balance. This is the amount that the Government has identified as the minimum amount that should be left within a person's account to allow them to live.

Currently, the protected minimum balance is £1000 – so if an owner had less than £1000 in their bank account, on the date of arrestment, then the action would fail.

This should be taken account of (Pay Day in the case of owners that are in employment) for the date when the arrestment is to be served as this could be crucial to a successful retrieval of the arrears due.

Whilst there is no limit to the number of attempts that can be made for an arrestment - this is a costly option if followed unsuccessfully too many times.

Should the Association not be aware of the specific Bank where the owner holds an account – then a Global Bank Arrestment on the 5 main banks in Scotland can be attempted. This does involve 5 bank arrestments instructed at the same time, with no guarantee of success, so careful consideration should be given before applying this method.

This is one of the reasons that earning arrestment may be preferable (where employment details are known) so see 5.1.2 below in this regard.

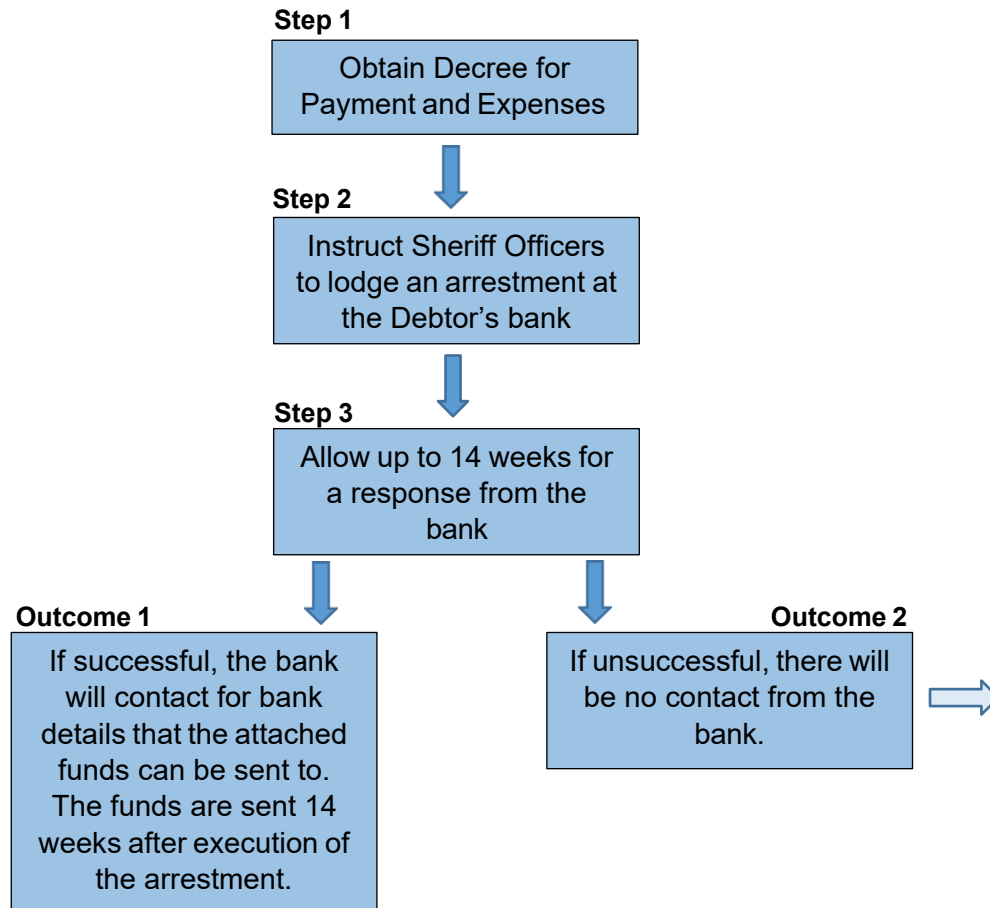
The cost for instructing Sheriff Officers to proceed with service of a Bank Arrestment will again be directly linked to the value of the claim. For amounts up to £1,500 the fee for serving will be £61.70 + VAT + Postage Costs (at time of preparing this policy)

For amounts over £1,500 the fee would be £96.70 + VAT + Postage costs.



The TC Young (legal costs) would be £50 + VAT for instructing the Sheriff Officers.

### **Process for Bank Arrestment**



### **5.1.2:- Earnings Arrestment**

Where this is successfully served, a portion of the owner's earnings will be arrested each pay day and paid to the Creditor (the Association)

If the owner's employment details are unknown, then a Sheriff Officer employment trace can be instructed at a cost of £27 inclusive of VAT.

If a Debtor is self-employed or unemployed then an earnings arrestment is not possible.

If a Debtor is a Director of a company, then an earnings arrestment can be served upon the company, however its success will be dependent on whether the Debtor is an employee of the company – or if the Debtor's income is sufficient.

The amount granted for arrestment will be dependent on the amount that the owner earns. At time of going to print, if a Debtor earns less than £172.61 per week (£750 per month or £24,60 per day) then £0 will be arrested. The amount that can be arrested each pay day is set out within Schedule 2 of the Debtors (Scotland) Act 1987 which can be found at:-

<https://www.legislation.gov.uk/ukpga/1987/18/schedule/2>

It should be noted that an earnings arrestment can only be served within 12 weeks of a Debt Advice and Information Package being served on the owner by the Sheriff Officers.

Debt Advice and Information Packages are served alongside the Charge for Payment and include the following information.

- Website links and contact details for debt advice organisations.
- What these debt advice organisations can help with.
- Options available to Debtors in settling their arrears.
- Consequences of not dealing with the Debt.
- Information about Accountant in Bankruptcy

It is vital that prompt action (earnings arrestment) is taken within the 12-week period before the Charge for Payment and Debt Advice Pack will lapse or it will be necessary for Sheriff Officers to serve another Debt Advice Pack in advance of other diligence action taking place.

Circumstances may arise where the diligence has not been followed through due to agreeing a repayment plan with the Debtor – who has later defaulted.

The charge (at time of preparing this policy) for instructing Sheriff Officers to proceed with an Earnings Arrestment is based on the value of the claim; For amounts less than £1,500 the fee will be £42.72 + VAT + Postage costs. For claims involving more than £1,500 the fee is £69.74 + VAT + Postage costs.

The TC Young (legal costs) for instructing Sheriff Officers will be £50 + VAT.

Please see below for an outline of the process for carrying out an earnings arrestment.

### **Process for Earnings Arrestment**

**Step 1**

Obtain Decree for  
Payment and Expenses



**Step 2**

Instruct Sheriff Officers  
to serve a Charge for  
Payment



**Step 3**

Debtor has 14 days from  
the date of service to  
pay the debt in full



**Step 4**

If debt is not paid in full,  
instruct Sheriff Officers  
to lodge an earnings  
arrestment with the  
Debtor's employer



**NOTE:** If you do not know  
the Debtor's employment  
details, Sheriff Officers can  
be instructed to carry out an  
employment trace.



**Step 5**

Await confirmation of  
receipt of the earnings  
arrestment from employer  
and provide bank details

### 5.1.3:- Inhibition

An Inhibition can be used to prevent a Debtor from selling their home or re-mortgaging it, without paying their debt.

Items 5.1.1 & 5.1.2 above are regarded as active forms of diligence, whilst an Inhibition is regarded as a more passive form of diligence in that the Association will be required to wait and only obtain payment where the owner attempts to sell their home or re-mortgages.

An Inhibition is place against an owner and applied to all the Land or Houses that they own. It lasts for a period of 5 years but can be renewed prior to expiry.

An Inhibition does not prevent the sale of the property, but much like a NOPL (see 5.1.4 below) a buyer will be unlikely to purchase the property with an Inhibition in place.

In Scotland, a Solicitor is committed to checking the Register of Inhibitions before any sale can go through. It should be noted that the placing of an Inhibition does not require a Charge for Payment to be served prior.

The costs for an Inhibition being placed in conjunction an Earnings Arrestment will be dependent on the value of the claim.

At the time of preparing this policy, the charge for claims of less than £1,500 will be £92.85 + VAT.

For claims involving more than £1,500, the fee will be £141.31 + VAT.

The costs for Sheriff Officers registering the Inhibition are £22.63 +VAT.

The TC Young legal fee for instructing this would be £50 + VAT.

### Process for Inhibition

#### Step 1

Obtain Decree for  
Payment and Expenses



#### Step 2

Instruct Sheriff Officers  
to serve an inhibition on  
the debtor,  
simultaneously Sheriff  
Officers will register the  
inhibition in the Register  
of Inhibitions



**NOTE:** Once registered the inhibition will prevent the debtor from selling, or re-mortgaging, any heritable property in their ownership.

An inhibition is registered for a period of five years. If, after this five year period, the debt remains outstanding, the inhibition can be re-registered for the same debt.

The debtor is liable to pay the total sum as awarded in the extract decree, together with interest and expenses, the expenses associated with registering and serving the inhibition and the expenses for discharging the inhibition before you are obliged to grant a discharge (please note that a debtor is only liable for the expenses of one subsequent inhibition, should the debt not be settled.)

#### **5.1.4:- Notice of Potential Liability (NOPL)**

This is a useful action but again more passive in nature as the Association will need to wait until the property is sold or remortgaged before it will receive payment of the debt.

(Note: a NOPL is placed against an actual property, whilst an Inhibition is against an Individual and their assets)

The NOPL is granted through the Court and lasts for a period of three years before requiring renewal. In Scotland it is incumbent on Solicitors to check if a property has a NOPL placed on it through the normal Registrars of Scotland before proceeding with the sale of the property.

The NOPL does not actually prevent a sale taking place, but it is highly unlikely that a Solicitor would allow a purchaser to proceed with buying the property until any charges such as a NOPL had been cleared off.

The charge is set against the property unlike an Inhibition which is against an Owner.

There is no requirement for the involvement of Sheriff Officers in placing an NOPL and (at time of going to print) the TC Young legal fees for placing a NOPL through the Court are £75 + VAT + Postage costs and there is also a Registers of Scotland Registration Fee of £80, taking the overall cost per NOPL to £173.60 at time of going to print.

Whilst a NOPL placement can be an effective means of ultimately obtaining the monies owed to the Association, given the costs involved, careful consideration should be taken, such as amount of arrears, before placing a NOPL on any property where an owner has built up a debt, for even though the costs can be re-charged and added to the debt level, these will only be recovered if/when the property is eventually put up for sale.

#### **5.1.5:- Sequestration**

Sequestration is the legal process by which a Debtor is formally declared insolvent – meaning they cannot pay their debts as they fall due.

The Association can apply to the Sheriff Officer to make a Debtor bankrupt should the person have arrears of £5,000 or more.

This is typically the last option considered by many Associations due to the costs, protracted nature of the attempted actions and low likelihood of recovering any debt due.

More information on Sequestration, where this is considered appropriate, can be obtained from TC Young Solicitors at [court@tcyoung.co.uk](mailto:court@tcyoung.co.uk)

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## **6) Additional Measures that the Association can take (non-legal based)**

**6.1)** Some additional actions that the Association can apply in it's pursual of Debt include issuing the formal advice to Debtors that their Factoring Service will be withdrawn if they do not settle their Debt. This option is included in our Written Statement of Services supplied to each owner and provides for 3 months' notice of termination on either side.

This Action should normally be considered when an owner misses 2 quarters worth of invoicing and the account is in arrears due to non-payment of the Management Fee, the Common Repair Charges and the Buildings Insurance costs where applicable.

The Association has encountered some owners that have adopted a Can't Pay/Won't Pay attitude and even in some cases a Can Pay/Don't Want to Pay mentality.

In such instances and with sanction from the Board, individual owners should be advised that the Association will be withdrawing all of its Factoring Services from the owner unless the arrears level is settled in full or an agreeable repayment plan is reached.

This action will include the cessation of the individual property buildings insurance, with our insistence that the owner will need to set up their own (as many of our owners do voluntarily already) arrangements for such cover.

The one legacy this leaves is the charges for common repairs to the block as the likelihood of an owner settling their portion of the repair will become compromised once we have ceased the Factoring service. We can still pursue the individual owner for these charges through some of the actions listed in this document, but a more cost-effective measure could be to split the common repair costs amongst all of the other owners at the property, as outlined in the Property Factors (Scotland) 2011: Code of Conduct – Section 4 Debt Recovery and items 4.9 & 4.10 in particular.

**6.2)** The Association has had a couple of instances where a Factored owner has advised us (after we have pursued the arrears) that they are unable to meet the annual costs of the Factoring Service and are unable to pay their charges or are only making a token payment each month of £10 or £20.

In such circumstances, the Association should always look to assist the individual by providing advice about the various organisations that are available for consultation on such matters. Some Local Examples of these are;

**South Lanarkshire Council Money Matters Advice Service (Tel: 0300 029 0041)**

**Rutherglen & Cambuslang Citizens Advice Bureau – (Tel: 0141 646 3191)**

**Healthy n Happy Community Development Trust (Tel: 0141 646 0123)**

These organisations specialise in areas such as:

**Income & Expenditure levels and how these affect qualifying criteria for benefits.**

**How to qualify for Universal Credit and other benefits including fuel vouchers.**

**How to deal with the challenges of a low-income household.**

Websites such as **Entitledto.co.uk** can also be useful for helping people to calculate what they may qualify for by way of benefits.

For such customers on benefits or similar forms of assistance, RCHA should always encourage the use of any/all of these facilities before considering next steps such as cessation of the Factoring service or a referral for legal action.

**6.3)** The prevention and pursual of Debt will be the responsibility of the Factoring Team, consisting of the Factoring Lead Officer and Factoring Assistant (plus anyone else that is added to the resource level of the Factoring service) and it will be part of their regular commitments to make timely and effective contact with owners to point out that an account remains unpaid and will require prompt settlement.

As part of their Job Descriptions, the FLO and Factoring Assistant will also pursue those owners that are in arrears and highlight the measures, including legal actions, that we will consider in pursuance of the debt.

Regular monthly reporting of the arrears level by range and number of customers within, will be provided to the Depute Director and CEO. Quarterly reports will be provided to the Board of Management.

It is also expected that the FLO will be invited to attend regular Board Meetings to provide updates on the progress being made with the Associations Debt recovery initiatives so that due focus is placed on this key element of the Association's operations.

Any requests for arrears write-offs must form part of a submission to the Board of Management including why this recourse is necessary and what actions have been taken, up to the point where a write-off is the ultimate recommendation.

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## **7) Document Review.**

This Debt Recovery Policy will be reviewed every 3 years unless regulatory, legislative or operational changes warrant some amendment prior to this period coming round.



## RUTHERGLEN & CAMBUSLANG HOUSING ASSOCIATION - APPENDIX 2

### DEBT RECOVERY POLICY – EQUALITY IMPACT ASSESSMENT

<b>Is the policy/proposal new or a revision</b>	New	<b>Person(s) responsible for assessment</b>	Jim Falconer Consultant
<b>1. Briefly describe the aims, objective's purpose of the policy/proposal</b>	To provide process for managing the Association's arrears level through a consistent and effective approach to the options available, including legal action where appropriate.		
<b>2. Who is intended to benefit from the policy/proposal (e.g. applicants, tenants, staff, contractors)</b>	Staff, Committee members, other Factored Owners, Tenants (in terms of the removal of a cross-subsidy risk)		
<b>3. What outcomes are wanted from the policy/proposal (e.g. benefits to customers)</b>	<ul style="list-style-type: none"> <li>➤ The RCHA team have clear and consistent guidance on Debt management and recovery measures.</li> <li>➤ The Associations financial commitments are bettered managed.</li> <li>➤ Factored owners are assured that arrears levels are tracked and actioned.</li> <li>➤ Debtors are given a clear impression and understanding that arrears will be handled sympathetically but could involve legal action where appropriate.</li> </ul>		
<b>4. Which protected characteristic could be affected by the policy/proposal? (tick all that apply)</b>			
Age	✓	Disability	✓
Marriage & Civil Partnership		Pregnancy/Maternity	
Race	✓		
Religion or Belief		Gender	
Gender Reassignment		Sexual Orientation	
<b>5. If the policy/proposal is not relevant to any of the protected characteristics listed in part 4, state why and end the process here.</b>			



<b>6. Describe the likely positive or negative impact(s) the policy/proposal could have on the groups identified in part 4</b>	<b>Positive Impact(s)</b>	<b>Negative Impact(s)</b>
		The Debt recovery process could mean that elderly people, those with disabilities such as learning difficulties and people whose first language is not English may not be fully conversant with the intended actions.
<b>7. What actions are required to address the impacts arising from this assessment? (this might include collecting additional information, data, putting monitoring in place, specific actions to mitigate negative impacts)</b>		External support agencies, Debt and financial advice are contained within the policy. The Association offers translation & interpretation services.

<b>Signature of assessor</b>	Jim Falconer
<b>Job Title of Assessor</b>	Consultant
<b>Date EIA was completed</b>	October 2025