

Arrears & Debt Management Policy (New Zealand)

1. Purpose

To define HOME in PLACE (New Zealand) Limited (HOME in PLACE NZ) approach to the management of debt incurred by tenants and former tenants.

2. Scope

This Policy applies to HOME in PLACE (New Zealand) Ltd (HOME in PLACE NZ) and its directors, Governance Committee and Advisory members and Employees (or Workers) engaged to carry out business activities on behalf of HOME in PLACE.

3. Policy Statement

HOME in PLACE NZ is a social housing landlord with a commitment to service delivery. HOME in PLACE NZ is able to apply and recover tenancy related charges in accordance with the provisions of the *Residential Tenancies Act 1986*. HOME in PLACE NZ understands there are competing demands upon families to meet their commitments, however, the payment of rent and non-rent charges should be considered a priority. HOME in PLACE NZ will manage the recovery of rent and non-rent arrears with privacy and sensitivity.

By implementing this policy HOME in PLACE NZ is able to:

- Have an effective arrears and debt management process;
- Minimise the risk of ending tenancies due to arrears and debt;
- Assist tenants to sustain their tenancy and prevent homelessness.

Guiding principles

HOME in PLACE NZ will be guided by the following principles:

- Adopt an early intervention approach to mitigate the risks of arrears and debt;
- Inform tenants of their legal obligations to pay rent, rent arrears and debt;
- Make appropriate referrals (with the tenant's consent)
- Comply with the requirements of the *Residential Tenancies Act 1986*

Managing arrears & debt

Tenants have a legal obligation to pay their tenancy charges. Former tenants have an obligation to pay all debt outstanding at the end of their tenancy.

5.1 Advising tenants of arrears on their tenancy accounts

In managing arrears, HOME in PLACE NZ may contact tenants in writing, by phone, SMS or by visiting the property. HOME in PLACE NZ will act quickly to inform tenants of arrears to prevent any debt from increasing.

5.2 Managing current accounts in arrears

HOME in PLACE NZ expects all outstanding debt to be repaid and will, in the first instance, ask that monies be paid in full.

If a tenant is experiencing difficulties that affects their ability to pay in full, HOME in PLACE NZ may accept a repayment arrangement and enter into a repayment plan with the tenant. HOME in PLACE will encourage tenants experiencing financial difficulties to accept appropriate referrals for assistance in managing their arrears. HOME in PLACE NZ will ensure that any such agreement to pay are affordable for the tenant.

If a reasonable repayment arrangement cannot be negotiated, or a tenant fails to meet the agreement, HOME in PLACE NZ reserves the right to take action in the Tribunal.

5.3 Managing arrears and debt of former tenants

When a tenant vacates a HOME in PLACE NZ property, the rent and non-rent accounts will be reconciled, and tenants will be advised of any credits or debits on their accounts. To ensure tenants receive any credits, it is important they provide a forwarding address and telephone number to HOME in PLACE NZ.

Tenants are expected to pay all outstanding debts, HOME in PLACE NZ will work with tenants to ensure that debts are repaid. If debts remain unpaid HOME in PLACE NZ reserves its right to make application to the Tribunal to recover debt.

When the accounts have been reconciled and the accounts are in credit, HOME in PLACE NZ will refund the money to the tenant. Tenants will be asked to complete a refund form and provide details of how they want the credits refunded, for example, direct deposit into a nominated bank account or by check.

Tenant charges

HOME in PLACE NZ will manage tenant charges in accordance with the requirements of the *Residential Tenancies Act 1986*. Tenants are required to notify HOME in PLACE NZ urgently if they are aware something needs to be repaired or maintained, no matter how it happened or who caused the damage. Making timely reports means that properties are maintained and maintenance costs minimised.

Tenants are not responsible for repairs or damage arising from burglaries, natural events (such as storms, floods and earthquakes, or fair wear and tear.

Intentional damage

If a tenant (or their invited guests) intentionally damages a HOME in PLACE NZ property, the tenant must tell HOME in PLACE NZ. HOME in PLACE NZ can ask the tenant to repair the damage or pay the cost of replacement or repair.

Careless damage

Careless damage that is not caused intentionally. If tenants or their guests carelessly damage HOME in PLACE NZ property, they are liable for the cost of the damage up to four (4) weeks rent or the insurance excess, whichever is lower.

If HOME in PLACE NZ and the tenant cannot reach agreement on responsibility for and cost or repairs, HOME in PLACE may take action in the Tribunal.

Review of decisions

If a tenant disputes a decision made by HOME in PLACE NZ, they should discuss this with a Tenancy Relations Officer in the first instance. If a tenant is still dissatisfied, they may be able to request a formal review of the decision. Tenants will be provided with information on HOME in PLACE NZ's appeals/review process and with contact details for services that provide independent tenancy advice.

4. Responsibilities

All HOME in PLACE NZ workers have an obligation to:

- familiarise themselves with and ensure they have a clear understanding of HOME in PLACE NZ policies and procedures,
- observe and implement such policies, and associated procedures in delivering services to HOME in PLACE NZ clients,
- inform HOME in PLACE NZ's clients of the impact of this policy on them and assist them to understand their rights and obligations, as required,
- identify issues that require amendment to this policy document and complete the relevant documentation to propose any amendments, and
- report breaches of HOME in PLACE NZ's policies or procedures.

The relevant Group Executive Manager is ultimately responsible to:

- ensure all stakeholders within their area of responsibility are informed about HOME in PLACE NZ Policies and Procedures,
- ensure appropriate processes and controls are implemented to enable the correct application of and adherence to relevant policies and procedures, and
- ensure appropriate processes and controls are implemented to enable breaches of approved HOME in PLACE NZ's Policy and Procedures to be reported and managed.

5. Implementation and Review

This policy is listed on HOME in PLACE NZ's Controlled Documents Register and is a controlled document requiring approval of any changes. It may not be amended or shared outside HOME in PLACE NZ without approval. The policy is reviewed regularly and published on HOME in PLACE NZ's SharePoint intranet once approved. Employees receive communications and, if necessary, training on new and reviewed policies and procedures.

HOME in PLACE NZ complies with relevant contractual compliance obligations and jurisdictional laws and regulations when implementing this policy. Confirmation of internal compliance with this policy is undertaken regularly.

It is the responsibility of HOME in PLACE Group Executive Services to maintain and update the HOME in PLACE NZ's Master Policy Document, Policy Directory and the Policy Review Register, administer the review and approval process and inform and distribute new and amended policies and procedures once approved (refer PROC-011 Policy and Procedure Development Approval).

HOME in PLACE NZ Workers should refer to SharePoint Company Documents Policy and Procedure site for the latest version which takes precedent over any uncontrolled version. If this document is printed, downloaded, or saved elsewhere from this site it becomes an uncontrolled version.

For further information contact the Responsible Officer listed under Document Information.

6. Resources and related documents

Related documents

- POL-8019 Home in Place NZ Privacy Policy
- POL-8025-19 Home in Place NZ Rent & Other Payments Policy

Related legislation/standards

- [Residential Tenancies Act 1986](#)
- [Residential Tenancies Regulations](#)
- [Residential Tenancies Amendment Act 2020](#)
- [Human Rights Act 1993](#)
- [NZ Bill of Rights Act 1990](#)
- [Privacy Act 2020](#)
- [Public and Community Housing Management Act 1992](#)
- [Public and Community Housing Management \(Community Housing Provider\) Regulation 2014](#)
- Community Housing regulatory Performance Standards and Guidelines

7. Definitions

Please refer to HOME in PLACE NZ Glossary of Definitions for Policies and Procedures. Terms and definitions identified below are specific to this policy and are critical to its effectiveness:

Term	Definition
Appeals	An appeal is defined as ‘any expression of dissatisfaction with a decision made by a social housing provider to provide or not provide a service (such as housing, transfer or priority on the housing register) or, a decision relating to a tenant or service user’s dissatisfaction of a decision made by the organisation. An application for a decision to be reversed or overturned. Includes but is not limited to: <ul style="list-style-type: none"> • Allocation decisions; • Level of rent or rent subsidy; • Eligibility for a housing transfer; • Permission to undertake modifications; • Permission to keep pets; • Calculation of water charges;
Complainant	Person with a Complaint ongoing with HOME in PLACE.
Complaints	An expression of dissatisfaction with an aspect of the services provided by HOME in PLACE NZ, where the complainant is unhappy with the standard or type of service. Types of Complaint include: <ul style="list-style-type: none"> • Where HOME in PLACE NZ have failed to provide or there has been a delay or problem in providing a service; • Where HOME in PLACE NZ have failed to follow or have been unfair or inconsistent in applying our policies or procedures. • Where HOME in PLACE NZ have failed to keep Tenants informed, through lack of or insufficient information • Where there has been inappropriate behaviour or attitude from a HOME in PLACE NZ worker or independent contractor.
Director	Has the same meaning as defined in the Companies Act 1993 Part 1 Section 2 Interpretation .
Employee	A person engaged under an employment agreement or award by any company in the HOME in PLACE Group.
Executive Manager	Many positions within HOME in PLACE include the title “Executive Manager”. Regardless of whether an Executive Manager heads a Business Unit, the delegated authority of each Executive Manager depends on the functions and reporting relationship of the Business Unit for which the Executive Manager is responsible. Executive Managers should refer to the document HOME in PLACE Organisational Chart in Terms of Levels of Delegated Authority for confirmation of the band of authority they hold.
HOME in PLACE (New Zealand)	HOME IN PLACE (NEW ZEALAND) LIMITED (formerly Compass Housing Services (NZ) Co Ltd) is registered in New Zealand under the Companies Act and as a charity registered with Charities NZ under the Charities Act
HOME in PLACE Group	The corporate structure that includes HOME in PLACE (as the Parent Company) and the boards of Subsidiary Companies, Governance Committees and advisory groups as created from time to time.
Independent contractor	means a party engaged directly by HOME in PLACE pursuant to a contract for services. In the context of workforce engagements, this includes sole traders, companies, or partnerships with whom HOME in PLACE enters into an agreement for the provision of specified individuals to supply specific skills, services, or consultancy arrangements. It does not include individuals engaged through labour hire agencies. Independent contractors are not employees of HOME in PLACE.
Officer	Has the same meaning as defined in the Companies Act 1993 Part 1 Section 2 Interpretation in New Zealand
Parent Board	The current directors of HOME in PLACE.
Parent Company	HOME in PLACE
Stakeholder	person or organisation that can affect, be affected by, or perceive themselves to be affected by a decision or activity, may also be called ‘interested party’.
Subsidiary Boards	The appointed board of directors of a Subsidiary Company.

Term	Definition
Tenancy	Occupancy of a property by a tenant and the duration of that occupancy.
Tenancy Agreement	A legal agreement between landlord and tenant in respect of a tenancy
Tenant	The person who has the right to occupy residential premises under a Residential Tenancy Agreement.
User	any person or entity that use HOME in PLACE Information or ICT Assets.
Worker (New Zealand)	<p>HOME in PLACE NZ have adopted the New Zealand Health and Safety Act (2015) Section 19's definition of a 'worker' where the term is used in policy. The definition of a 'worker' includes an individual who carries out work in any capacity for a PCBU, including work as:</p> <ul style="list-style-type: none"> • an employee; or • a contractor or subcontractor; or • an employee of a contractor or subcontractor; or • an employee of a labour hire company who has been assigned to work in the business or undertaking; or • an outworker (including a homeworker); or • an apprentice or a trainee; or • a person gaining work experience or undertaking a work trial; or • a volunteer worker; or • a person of a prescribed class.