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A6 Deciding and paying benefit

About this chapter

- 6.00 This chapter contains guidance about
- an award of Housing Benefit (HB) and/or Council Tax Benefit (CTB). This is known as a decision, see *Decisions* below
 - what is meant by benefit weeks, see *Benefit weeks* later in this chapter
 - the rules governing the start and end of entitlement
 - the method and timing of payments, including
 - payments made on account when a decision cannot be made on a claim within 14 days, see *Payment on account* later in this chapter
 - the first HB payment being made payable to the landlord but sent to the claimant to help avoid the claimant disappearing with a payment for several weeks rent
 - paying HB to third parties such as an agent or appointee
 - how to deal with increases and decreases in entitlement following a review, see *Changes to entitlement following a revision or appeal* later in this chapter
 - withholding HB/CTB
 - suspending HB/CTB
 - offsetting HB/CTB
 - changes of circumstances that affect entitlement to HB/CTB and the claimant's responsibility for notifying changes of circumstances, see *Changes of circumstances* later in this chapter

6.01-6.19

Decisions

Time limits

6.20 When a Local Authority (LA) decides a claim they must

- decide the claim and notify the claimant of that decision within 14 days of receiving all the necessary information, or as soon as reasonably practicable thereafter

HB Reg 89 & (SPC) 70; CTB Reg 75, 76 & (SPC) 61, 60

- give priority to claims from certain people starting work, see *C5, Extended payments* later in this manual

HB Reg 89 & (SPC) 70

- notify third parties about decisions affecting them
- include in each notification specific information about the decision

HB Reg 89; CTB Reg 75

6.21 Authorities

- are not bound by the time limits if there are reasonable grounds for delay
- may stop action on a claim without making a decision if

CTB Reg 75 & (SPC) 60

- the claim is made in an unacceptable form and the claimant fails to resubmit their application within four weeks of being asked to do so

HB Reg 89

- the claimant does not provide supporting information within four weeks of being asked to do so

HB Reg 76 & (SPC) 70

- the claim is withdrawn, or

HB Reg 76

- the claim is made more than 13 weeks before the end of the current benefit award

CTB Reg 66

Notifying persons affected by a decision

- 6.22 You must notify in writing all persons affected by a decision. Persons affected are
HB Reg 2, 90 & (SPC) 2, 71; CTB Reg 2 & (SPC) 2
- the claimant
 - the LA
 - the landlord if the decision is on direct payments, except when the payment is made to an agent acting for the landlord. The person affected is then the agent
 - a person the LA decides an overpayment of HB is recoverable from, whose rights, duties and obligations are affected by a decision on revision or appeal

Decisions affecting third parties

- 6.23 Some decisions directly involve other people beside the claimant and they should be notified as well.
- 6.24 For CTB it is unlikely there will be any decisions that affect third parties, such as landlords who have been overpaid HB. Do not regard as persons affected
- people taken into account when assessing a claimant's entitlement but not directly involved in the claim, such as non-dependants or second adults
 - members of the claimant's family whose income or capital is automatically aggregated with the claimants

Time limits for notifying a person affected

- 6.25 A notification of
- the decision on a claim must be issued immediately
 - anything else, must be issued within 14 days of making the decision

You are not bound by these time limits if there are reasonable grounds for delay.

HB Reg 77

What a decision notice must include

- 6.26 There is a minimum amount of information which authorities must make available about each of their decisions.
- HB Reg 2, 77 & (SPC) 2, 71; CTB Reg 76 & (SPC) 61*

6.27-6.32

- 6.27 All decision notices must include
- enough detail to enable the person affected to check the factual basis of the decision, particularly about the information originally supplied on the claim form
 - the right of any person affected to request a statement of reasons, and how and when to do this, see *Statement of reasons* later in this chapter
 - an explanation of dispute and appeal rights
- 6.28 The amount of detail in a notification may be varied according to the type of decision. Details of the actual calculation of benefit may be helpful to the claimant but do not have to be given unless LA's wish to provide them. If a written statement is requested, see *Statement of reasons* later in this chapter.
- 6.29 Decision notices on claims must include full details of applicable amounts, earnings and other income, and Council Tax (CT) liability. If no CTB is awarded because
- income is too high for example, full details must still be given
 - the claimant's capital exceeds the upper capital limit, information of the capital assessment is enough detail

Normal weekly amount

- 6.30 You should note the reference to 'normal weekly amount' in the relevant schedule (matters to be included in a decision notice) is intended to provide flexibility for exceptional variations in the amount of entitlement because of the calculation rules.
HB Sch 9 Para 8 & (SPC) Sch 8 Para 8; CTB Sch 6 Para 9
- 6.31 You should not interpret the phrase as meaning that all the information you must give to a claimant should be in one statement. But note paragraphs 2 to 5 of
- HB Sch 9
 - HB(SPC) Sch 8
 - CTB Sch 8
 - CTB(SPC) Sch 7
- 6.32 You must not give a landlord any information other than that relating to direct payment decisions made under Regulations 95 or 96. Notify separately to the claimant any decision made under any other regulation. However, if you decide that a recoverable overpayment should be recovered from a landlord who was paid the benefit direct, the landlord should receive a decision notice as set out in *HB/CTB Overpayment Guide*.
HB Sch 9 Part VII Para 15 & (SPC) Sch 8 Para 15; CTB Sch 6 Part IV Para 11

- 6.33 The separate items of information set out in Schedule 9 are largely self-explanatory. Claims notices should list all the personal allowances and premiums included in the applicable amount. Show the weekly net earnings figure as the total amount before disregards are applied. Similarly, all that is strictly needed for other income is the total amount. If, however, you wish to give claimants more information to enable them to check accuracy, other income details could be listed, for example occupational pensions, retirement pensions, income from capital and so on.

HB Sch 9 Para 10 & (SPC) Sch 8 Para 10; CTB Sch 6 Para 6

- 6.34 If normal weekly applicable amounts, non-dependant deductions and income have been varied for a rent-free week, you can choose what amounts to show on the notice. For information about rent free weeks, see *A5 Rent free periods* earlier in this manual.

Claimant receives Pension Credit (savings credit) only

- P6.35 For claimants in receipt of Pension Credit (savings credit) only, additional information must be shown on the HB/CTB decision notice

HB(SPC) Reg 25

- the applicable amount and the basis of calculation
- the amount of the Pension Credit (savings credit) and any child tax credit or child benefit taken into account
- the amount of the person's income and capital as notified to the LA by the Secretary of State and taken into account for the purposes of the HB assessment
- any modification of the claimant's income or capital made in accordance with HB regulation 27 (calculation of claimant's income in Pension Credit (savings credit) only cases)
- the amount of the claimant's capital if paragraph (7) of HB regulation 27 applies in his case

Direct payment notifications

- 6.36 Direct payments start notifications must
- be sent to the claimant and the landlord
 - include a statement informing the landlord of their responsibility to notify you of
 - any change of circumstances which the landlord could reasonably be expected to know might affect the claimant's entitlement to HB, or the amount of HB payable, and
 - the kind of change of circumstances they must notify. A landlord should only be expected to report a change they could reasonably have known about, such as a change in their tenant's address
 - not include any information other than that relating to the direct payment decision made under regulation 95 or 96
- 6.37 The amount of detail in the notice will depend on the type of decision involved.

6.38-6.69

Notification of revised or superseded decision

6.38 Unlike claims notices, notices of revised or superseded decisions made following written representations need only deal with the specific points revised or superseded. For example, a notice following a change in income need only record the assessment of the new income and the new weekly entitlement. Revisions or supersessions resulting in changes in CT liability need cover only the income assessment. But see *HB/CTB Overpayments Guide* if the revised decision results in an overpayment.

CTB Sch 6 Para 8

6.39-6.49

Finality of decisions

6.50 A decision made by a DM, a tribunal or a Commissioner is final unless it is

- revised, see *C6 Reconsideration process* later in this manual
- superseded, see *C6 Supersession* later in this manual
- appealed, see *C7 Appeals* later in this manual
- set aside (decisions of tribunals or Commissioners only), see *C7 Setting aside* later in this manual

6.51-6.59

Statement of reasons

6.60 A person affected can ask for a statement of reasons. This is a written statement setting out the reasons for the LA's decision. The right to a statement of reasons covers all types of decisions.

HB Reg 90; CTB Reg 67

6.61 A request for a statement of reasons

- may be made at any time
- must be in writing
- must be signed by the person affected

6.62 The written statement of reasons must

- be sent to the claimant within 14 days, or as soon as possible after that

HB Reg 90 & (SPC) 71

- include the reason for the decision or any matter raised by the claimant

6.63-6.69

Benefit weeks

6.70 For the purpose of CTB, a benefit week starts on Monday morning and ends on Sunday evening.

6.71-6.79

Start of entitlement

Housing Benefit claims

6.80 The start of entitlement is linked to the date when a claim is made, or is treated as made, see *A2 Effective date of claim* earlier in this part. In many cases, for example Income Support (IS), income-based Jobseeker's Allowance (JSA(IB)), income-related Employment and Support Allowance (ESA(IR)) or Pension Credit (guarantee credit) cases, this is not the same date as the day when the HB claim is received. So it is important you establish and record the date when a claim is treated as made before assessing and awarding HB.

HB Reg 76 & (SPC) 57

6.81 Entitlement to HB starts

HB Reg 76 & (SPC) 57

- with the benefit week immediately following the date when the claim is made or treated as made. This means that whatever day of the week the claim is made, even on a Monday, entitlement normally starts on the following Monday. It may be helpful, when explaining this to claimants, to point out that this delay will be compensated for at the end of entitlement in most cases, or
- from the same week as their claim if the claimant starts a tenancy, or becomes liable for the first time to make payments for their home, in the same benefit week as their claim is made or treated as made. This enables HB awards to
 - match a period of occupancy

HB Reg 76 & (SPC) 57

- ensure that tenants are able to make their first rent payment promptly
- for claims from people in hostels, accommodation provided by LAs under their statutory duties to the homeless or in short-term leased accommodation, from the first day the claimant first occupies such accommodation and is liable to pay rent on a daily basis, even if the claim is not made in that first week but the claim must be made in respect of that first week

6.82-6.89

6.90-6.103

Reviews

6.90 Entitlement to HB continues so long as all the conditions are met. To check that all the conditions continue to be met, reviews are carried out periodically, see Security Manual, Reviews module.

6.91-6.99

Council Tax Benefit claims

6.100 A person who has claimed CTB, or for whom a claim is made or is treated as being made, may become entitled to benefit from the

CTB Reg 64 & (SPC) 48

- benefit week following the date on which the claim is made, or
- beginning of the benefit week in which their financial or personal circumstances change, if they are already liable to pay CT

Claimant becomes liable to pay CT for first time

6.101 A person becomes liable to pay CT when they

CTB Reg 64 & (SPC) 48

- buy or rent a property for the first time, or
- finish a full-time course of education and no longer live in a house solely occupied by students

6.102 A person may become entitled to CTB on the day they become liable for CT, provided that the claim is made, or is treated as having been made, before or during the benefit week during which the liability starts.

6.103 If the claim is made after the end of the benefit week in which liability starts, entitlement to CTB begins on the first day of the benefit week following the benefit week in which the claim is made or is treated as having been made.

CTB Reg 64 & (SPC) 48

Example

Miss X becomes liable to pay CT from Tuesday 2 May 2000.

She claims CTB on Thursday 4 May, and her entitlement begins on Tuesday 2 May 2000.

If she claims on Wednesday 10 May, her entitlement to CTB begins on Monday 15 May 2000.

Claimant is already liable to pay CT

- 6.104 When a claimant who is already liable to pay CT claims CTB because of a change in their personal or financial circumstances, entitlement to benefit begins at the start of the benefit week following the day on which the
- claim is made or is treated as having been made, or
 - change in circumstances occurs

CTB Reg 67 & (SPC) 50

Example

Mr Y is made redundant on Monday 8 May 2000, and his income decreases. He claims CTB on Tuesday 9 May and his entitlement to benefit begins on Monday 15 May.

6.105-6.119

Paying HB/CTB

Method of payment for HB

- 6.120 You have the discretion to decide how to pay HB, but you must take into account the reasonable needs and convenience of the claimant. You should not make payments by a method which places unreasonable demands on the claimant, for example do not
- insist on payment by credit transfer when the claimant does not have a bank or giro account. However, HB claimants who do not have a bank account should, whenever possible, be encouraged to open one
 - expect claimants to pick up payments from an office which is difficult to reach by public transport

HB Reg 91 & (SPC) 72

Cheque Act 1992

- 6.121 The Cheque Act 1992 covers cheques which are crossed and bear the words 'account payee' or 'a/c payee' with or without the word 'only'. Cheques crossed like this are not transferable and a claimant without a bank or building society account will have difficulty cashing them. If these cheques are transferred to a third person, such as a landlord, that person may find the bank will not accept the cheque.

6.122-6.139

- 6.122 Regulation 91 requires LAs to consider the reasonable needs and convenience of the claimant when making payments of benefit. In deciding this the claimant's individual circumstances must be considered. You cannot insist on making payment by crossed cheque in every case, but should explain the risk attached to sending uncrossed cheques or cheques without the words 'account payee' or 'a/c payee' by post. However, you should not send crossed cheques to claimants without a bank account unless you have made local arrangements to allow them to cash that cheque without incurring a charge.

Rent-free weeks

- 6.123 HB is not payable for rent-free weeks. You must adjust the weekly entitlement to reflect the rent collection pattern, see *A5 Rent free periods* earlier in this part.

Rent paid in advance

- 6.124 There will be cases when the claimant has already met the liability for all or part of the period for which HB is granted because the rent is or has been paid in advance. When this has happened, you must offer the claimant a payment of HB to cover entitlement for the relevant period, unless the claimant agrees that the 'overpayment' of rent should be credited to their account for a future period.

6.125-6.129

Method of payment for CTB

By credit to CT account

- 6.130 CTB is normally paid by means of a credit to the claimant's CT account. This has the effect of reducing the amount of CT they have to pay.

By direct payment to the claimant

- 6.131 There are a number of circumstances when CTB may be paid to the claimant or their appointee. The LA must pay CTB direct if it is owed to a claimant who is no longer liable for the tax, for example if they have moved to a new address.
- 6.132 LAs must pay within 14 days or as soon as possible, if this is not practicable. Round any amount paid in cash to the nearest penny.

By credit to next year's CT bill

- 6.133 If, at the end of the financial year, the LA owes CTB to the claimant, it must be paid to them if they request it, but if they do not it may be credited to next year's bill.

6.134-6.139

Frequency of payment

6.140 You must consider the reasonable needs of the claimant when deciding the frequency of payments.

HB Reg 91, 92 & (SPC) 72, 73

6.141 If weekly entitlement to HB is

- less than £1, it may be paid six monthly
- more than £2, the claimant can ask for payments to be made fortnightly. You must pay every two weeks if
 - the request is reasonable, and
 - two weekly payments are not at variance with the frequency of rental liability

Reg 92 & (SPC) 73

Rebate cases

6.142 In rebate cases, payment is normally made by waiving payment of all or part of the rent from the first benefit day in the entitlement period. So the frequency of 'payment' will reflect how the rent is collected, for example weekly, two weekly or monthly.

Allowance cases

6.143 Rent allowance should be paid in arrears and usually at intervals of two weeks, four weeks, one month, or with the claimant's consent more than one month. You may pay rent allowance weekly but only if

HB Reg 92 & (SPC) 73

- you consider that an overpayment is likely to result if not paid weekly. For example, when a claimant goes on and off benefit for short periods of time, or

HB Reg 92 & (SPC) 73

- the claimant is liable to pay rent weekly and you consider it is in their interest that HB is paid weekly. You are not expected to make special enquiries to decide whether this applies but if, for example, the Social Services Department advises that the claimant has serious difficulties in budgeting, weekly payments may be the best way to help the claimant avoid building up arrears

6.144 LAs may pay rent allowance to a student once a term, see *C5 Student claims* later in this manual.

6.145-6.149

6.150-6.154

Paying HB in arrears

- 6.150 Private sector tenants who claim on or after 7 October 1996
- must be paid HB in arrears, and
 - if HB is paid direct to a landlord, the HB must be sent four weekly in arrears

Claimants not affected

- 6.151 Paying HB in arrears does not apply
- 1 to claimants
 - a who claimed, or are treated as having claimed, HB before 7 October 1996, or
 - b whose claim for standard HB is immediately after a claim for HB linked to an IS claim
 - 2 provided that
 - a benefit is currently payable under pre-October 1996 rules (wholly or partly in advance), and
 - b they have not moved permanently to another private tenancy, or
 - c had a break in their entitlement
- 6.152 Do not pay HB in arrears when an existing claimant, who is still being paid directly, becomes the tenant of privately rented accommodation only because ownership of the accommodation has transferred from the public to the private sector. But if the claimant later has a break in entitlement, paying HB in arrears will apply.

Claimants affected

- 6.153 Paying HB in arrears applies to existing claimants
- in privately rented accommodation, including Housing Association accommodation, who make an initial claim to benefit, or who reclaim after a break in entitlement
 - who move permanently into private rented accommodation on or after 7 October 1996
 - who change address on or after 7 October 1996 within a multiple-occupancy property, whether the rental liability has changed or not

Exceptions for affected cases

- 6.154 There are two exceptions for paying HB in arrears
- some claimants in the private rented sector who claim benefit because of a partner's death, see *Claim for HB because of partner's death* below
 - claimants in the private rented sector who are receiving an 'extended payment' of HB, see *C5 Extended payments* later in this manual

Claim for HB because of partner's death

- 6.155 Persons who claim benefit because of a partner's death will not be paid HB in arrears if
- the partner was receiving HB up to the date of death, and
 - HB was paid under pre-October 1996 rules, and
 - the new HB claim was made, or treated as made, within four weeks of the death of their partner
- 6.156 HB for the bereaved partner will be paid in arrears when
- there is a break in entitlement, or
 - the claimant changes address permanently

First payment of HB

- 6.157 You must make the first payment of HB within 14 days of receiving the claim unless it is not reasonably practicable, when payment should be made as soon as possible. If the claim has not been decided within 14 days of receiving the claim, you must consider a payment on account, see *Payment on account* below.

Reg 88

Payment on account

- 6.158 If you cannot decide a claim within 14 days of receiving the claim, you must consider making a payment on account. It is not the claimant's responsibility to ask for a payment on account and you must not wait for them to ask.
- 6.159 A payment on account
- **must** be made if the claim cannot be decided and this is not because the claimant has failed to provide, without good cause, evidence reasonably needed and requested
 - must **not** be made if
 - you do not consider that a payment on account is appropriate because the claim will probably be decided and paid within the 14 days. If the claim is not decided within 14 days you must reconsider your decision immediately, or
 - it is clear from the information already available there will be no entitlement to benefit, or
 - you cannot decide the claim within 14 days because the claimant has failed, without good cause, to provide evidence or information which you reasonably need and have requested

6.160-6.162

Payment on account is appropriate

6.160 If you decide a payment on account is appropriate, make a payment

- based on whatever information is available on for example level of rent, number of non-dependants, and

HB Reg 93 & (SPC) 74

- which seems reasonable given what is known of the claimant's circumstances

6.161 A claimant cannot be held responsible for delays in receiving

- confirmation of IS, JSA(IB), ESA(IR) or Pension Credit (guarantee credit) entitlement from the local DWP office
- confirmation of conditions of entry or stay in Great Britain from the Home Office
- decisions from the rent officer

Example

HB is claimed from 11 November 1996. Rent is payable four weekly. The claimant provides all the requested information by 18 November, but necessary information from a third party is delayed until 27 November. The claim is decided on that date.

- the claim cannot be decided because all information is not to hand by the 14th day (24 November). Since the delay is not caused by the claimant, a payment on account must be made by 24 November
- the payment on account should be in arrears for the period 11 to 24 November inclusive

The claim is decided on 27 November. HB is payable four weekly in arrears

- the decision must be notified to the claimant immediately, or as soon as reasonably practicable. You do not have to wait until benefit is put into payment
- the first decided payment will be for the period 11 November to 1 December 1996, taking into account the sum paid as a payment on account. The next payment will cover the period 2 to 29 December 1996

6.162 A written decision notice must always accompany a payment on account making it clear to the claimant that once a full decision of the claim has been made

- any overpaid benefit will be recovered, and
- if they are entitled to rent allowance, future payments will be reduced or increased, as appropriate, to take account of any overpayment or underpayment

HB Reg 93 & (SPC) 74

First payment payable to landlord and sent to the claimant

6.163 You have the discretion to make the first payment of any new or review HB claim payable to the landlord or their representative but sent to the claimant. This is to avoid the possibility of a claimant misusing a first payment covering several weeks' entitlement.

Reg 96 & (SPC) 77

6.164 You may consider making the first payment payable to the landlord if in your opinion

- the claimant has not already fully met their rental liability, less ineligible charges, for the period covered by the benefit payment, and
- it would be in the interests of the efficient administration of the HB scheme because of an LA's duty to safeguard the public purse by reducing opportunities for fraud or abuse

6.165 Your opinion about whether the claimant has fully met their rental liability will be based on information held by you at the time of dealing with the claim. You are not required to make special enquiries for example, to establish from the landlord or specifically of the claimant whether the rental liability for the period in question has been discharged.

Is making the first payment payable to the landlord appropriate?

6.166 If you consider the conditions in *First payment payable to landlord and sent to the claimant* earlier in this chapter are satisfied, then making the first payment payable to the landlord

- may be appropriate if
 - the amount due is £100 or more, or
 - you have reason to think the claimant might default, perhaps because a previous landlord has reported non payment, or
 - there is a rent debt but the case is not appropriate for longer term direct payment arrangements. If direct payments are appropriate, do not make the first payment payable to the landlord, see *D1 Liaison with local DWP offices, Direct payments* later in this manual
- will **not** be appropriate if
 - there is evidence the claimant has paid some or all of the rent for the period in question
 - either the HB due or the rent debt is small

Also you should not pay the landlord more than the outstanding eligible rent.

6.167-6.181

Landlord's rights

- 6.167 If you decide the first payment of HB should be made payable to the landlord (though sent to the claimant), it means the landlord
- becomes a person affected by that decision and should be notified accordingly
 - has the right to dispute or appeal the decision, and may do if, for example, they are querying the amount of the payment made because it is less than the amount of HB due. In such a case their rights extend only to seeking a larger part of that first payment. They cannot query the calculation of the amount due

6.168-6.179

Payment of HB to third parties

- 6.180 Payment of HB should normally be made only to the person entitled to it. But payment may be made to third parties when
- the claimant is unable to act for themselves and they have an appointee, see *C3 Appointees* later in this manual
Reg 94 & (SPC) 92
 - the claimant has an agent who collects their benefit for them, see *Agents* below
 - the claimant has died and there is outstanding benefit, see *Payment of benefit after death of claimant* later in this chapter
 - you decide payments direct to the landlord are appropriate, see *Payment direct to landlord* later in this chapter

Agents

- 6.181 You may pay HB to an agent at the written request of the claimant. An agent is a person aged over 18 who is nominated by the claimant to collect the rent allowance when the claimant
- HB Reg 94 & (SPC) 92*
- can complete a claim for HB and notify changes of circumstances, but
 - cannot collect the money themselves

A claimant may nominate an agent if, for example, they are away from home or disabled.

Payment of HB after death of the claimant

6.182 Any HB outstanding after the death of a claimant

- must be paid to
 - the personal representative or, where there is none, the claimant's next of kin if aged 16 or over. It is for the authority to decide whether or not to ask for any proof of identity from the representative or next of kin
 - the landlord if before the death of the claimant, the authority decided to pay rent allowance direct. You must limit the payment to the amount of rent outstanding at the date of the claimant's death

HB Reg 97 & (SPC) 78

- can only be paid if
 - the deceased claimant's personal representative, next of kin or landlord applies in writing for payment of any outstanding benefit, and
 - the written application is received within 12 months of the claimant's death. You can extend the time limit if the circumstances of the particular case warrant it

HB Reg 97 & (SPC) 78

Payment direct to landlords

6.183 Payment can be made direct to a landlord

- under mandatory circumstances when there is an ongoing need for payments direct to a landlord, see *Claimant has rent arrears of eight weeks or more, or rent arrears or fuel deductions paid direct from IS, JSA or ESA* later in this chapter
- as a one-off payment of HB arrears when a claimant has left an address, see *One-off payment of HB arrears* later in this chapter
- at the claimant's request
- with or, in certain circumstances, without the claimant's consent, see *Claimant's consent to direct payments* later in this chapter
- if the landlord is a 'fit and proper person', see *Fit and proper person* later in this chapter

Claimant's consent regarding direct payments

6.184 You do not always have to get the claimant's consent to making direct payments to their landlord.

6.185-6.187

6.185 Payment may be made direct to a landlord

HB Reg 96 & (SPC) 77

- when the claimant has agreed to or has asked for direct payments, or
- without the claimant's consent if it is in the interest of the claimant and their family to make payments direct to the landlord

HB Reg 96 & (SPC) 77

Ongoing direct payments

Claimant has rent arrears of eight weeks or more, or rent arrears or fuel deductions paid direct from IS, JSA or ESA

6.186 In all rent allowance cases, you must make payments direct to the landlord/agent, unless you consider it to be in the overriding interest of the claimant not to pay the landlord/agent, if

- the claimant has rent arrears of eight weeks or more, or
- the DWP office is making direct payments from the claimant's IS, JSA or ESA

Direct payment should continue until there are no longer at least eight weeks' rent arrears or the DWP office ceases to make direct payments.

HB Reg 95 & (SPC) 93

6.187 Rent is in arrears once the date it is due to be paid has passed regardless of whether it is due to be paid in advance or in arrears. The duty to pay a landlord/agent only arises if the landlord/agent (or someone else) informs you that there are eight weeks' or more arrears. It is not up to the authority to find this out for itself.

Example

John is due to pay his rent monthly in advance on the first day of the month. He pays his rent on 1st August. He claims HB on 28 August 2009. His rent is due on 1 September but he fails to pay any rent on that day.

The LA decides to pay his HB two weekly in arrears and makes two payments equivalent to four weeks rent during September. John does not pass any of his benefit to his landlord and fails to pay another month's rent when it is due on 1 October.

On the 2 October he is in arrears by two months' rent. The landlord advises the authority and direct payments commence.

6.188 If the DWP office is making direct payments for rent arrears, service charges or fuel it will notify you on form

- A76C when direct payments from IS, JSA or ESA start
- A79C when the direct payments finish

For the circumstances when the DWP office will pay IS, JSA or ESA direct, see *D1 Direct payments from IS, JSA or ESA* later in this manual.

HB Reg 95 & (SPC) 93

6.189 If the DWP office stops paying IS/JSA(IB)/ESA(IR) direct to the landlord, for example when the claimant returns to work, you no longer need to make direct payments, unless you consider it may be appropriate

- because of the level of rent arrears
- under regulation 96, see *In claimant's best interests* to make direct payments later in this chapter

HB Reg 96 & (SPC) 77

6.190 If you consider direct payments are still appropriate a fresh decision is needed.

In claimant's best interests to make direct payments

HB Reg 96 & (SPC) 77

6.191 Regulation 96 gives the power to make payments of HB direct to the landlord if it appears to be in the interest of the claimant and their family. Serious rent arrears, for example arrears of over £200 or the equivalent of six weeks' rent, may indicate it is in the claimant's best interests to arrange direct payment.

6.192 When deciding whether to make direct payments under regulation 96 you must consider

- both the provisions of regulation 96 and the individual circumstances of each case. Do not make direct payments automatically or make or refuse them only for administrative convenience. For example, you must not refuse direct payments solely because of previous difficulties with the recovery of overpayments from a landlord. See also *Restriction on recovery of rent and consequent notifications - the blameless tenant* later in this manual.
- the fit and proper test when you consider the suitability of the landlord to receive direct payments of HB, see *Fit and proper person* later in this chapter

6.193-6.196

6.193 The 'fit and proper' test in this regulation is discretionary and can be overridden if necessary. For example, you might decide the overriding interests of the claimant and their family require direct payments to the landlord, but the landlord is not a fit and proper person to receive them. In this unusual situation you need to balance the risk to the claimant against the risk presented by the landlord. If the risk to the claimant was the greater problem, you could decide to make direct payments. But you must

- investigate alternative methods of payment first, and
- if direct payments are unavoidable, make frequent regular checks on the claim

Making direct payments to the landlord

6.194 For claims made on or after 7 October 1996, HB payments made direct to a private landlord must be made

Reg 92 & (SPC) 73

- in arrears, and
- at four-weekly intervals, or calendar monthly intervals for claimants with a calendar monthly rent liability

One-off payment of HB arrears

6.195 Payment may be made direct to a landlord

- without the claimant's consent if the claimant has left an address they were getting HB for and there are rent arrears and
- up to a limit of the amount of rent arrears outstanding for the time the claimant occupied the accommodation as their home. For guidance about calculating payment due for the final week the claimant occupied the accommodation as their home, see *A5 Liability to pay rent stops during a benefit week* for weekly or monthly paid rent as appropriate, earlier in this part

Reg 96 & (SPC) 77

Fit and proper person

What does fit and proper person mean?

6.196 For HB the expression fit and proper person

- means the suitability of the landlord to receive direct payments of HB
- enables you to refuse to make direct payments in cases where you are not satisfied the landlord is fit and proper because they are, or have been engaged in fraudulent HB activity, or have otherwise acted to obtain HB they were or were not entitled to

- 6.197 The activity mentioned above **must** be related to HB. Undesirable activity in a non HB matter, such as not paying parking fines or Council Tax, or not complying with Housing Act directives, is irrelevant. You are likely to face a legal challenge if you attempt to take account of non HB matters.
- 6.198 Only apply the fit and proper test when you are doubtful about the landlord's honesty in connection with HB. If you are doubtful, you must be satisfied they are a fit and proper person to receive direct payments before making such an arrangement. As this decision is subjective, remember you must make reasonable decisions which are based on the facts of the particular case and which can be defended, if necessary, on revision. If the landlord's honesty in connection to HB has never been in question, you must assume they are a fit and proper person and decide the question of direct payments on that basis.
- 6.199 You must inform the landlord of your decision about direct payments as they are a person affected.

Considering the evidence

- 6.200 When deciding whether a landlord is a fit and proper person you must take account of all relevant evidence. This might include evidence that
- the landlord has been engaged in fraudulent HB activity
 - whilst receiving direct payments, the landlord regularly failed to report changes in tenants circumstances which they might reasonably be expected to know might affect the HB entitlement
 - the landlord has regularly failed to repay an overpayment which you have decided is recoverable from them

This list is not complete, it indicates circumstances to consider. Remember you must act reasonably throughout.

- 6.201 If you need more time to consider the issue of the landlord's honesty in connection with HB, you could suspend benefit while investigating.

When to apply the fit and proper test

- 6.202 You should apply the fit and proper test to the landlord only when you have reason to believe they may not be a fit and proper person. Do not apply the test to every case when you are considering direct payments. However, if the landlord's honesty regarding HB is or becomes suspect, you may
- apply the fit and proper test at any time during the period of direct payments, and
 - revise the decision to make direct payments if you decide the landlord is not a fit and proper person

6.203-6.210

Landlord has more than one claimant/tenant

- 6.203 Some landlords could be receiving direct payments of HB for several tenants. If it is decided the landlord is not a fit and proper person on one case you should consider tracing and revising all the other direct payment arrangements associated with that landlord. Identification will be fairly easy if the landlord is paid by schedule.
- 6.204 You must revise each case on an individual basis, taking into account all the relevant circumstances of the case such as the interests of the claimant and their family. This might well result in the landlord losing all access to direct payments until the authority is satisfied that the situation has improved. However, an individual direct payment arrangement may legitimately continue if the claimant cannot handle their own benefit payments and no suitable alternative arrangement can be made.

Fit and proper test for landlord registration and licensing

- 6.205 As well as the fit and proper test used for HB purposes there is also a fit and proper test used by the LA landlord registering and licensing sections when deciding whether a landlord fits the criteria for registration.
- 6.206 This test is broad and takes into account such issues as whether the person has committed any offence involving fraud, dishonesty, violence, drugs, discrimination etc. For more information about LA registering and licensing sections, see *A2 Landlord registration or licensing and antisocial behaviour penalties*.
- 6.207 The fit and proper test used in the HB regulations for direct payments has not changed, see *Fit and proper person* earlier in this chapter.

Superseding the decision to make direct payments

- 6.208 The conditions for direct payments must be satisfied at the start of, and throughout, any direct payment arrangement. You may revise a decision to make direct payments if the qualifying condition no longer exists.
- 6.209 For example, if direct payments were originally made because the claimant had rent arrears equivalent to eight weeks rent, and you discover they have cleared several weeks arrears, you should review the direct payment decision at once as the conditions for mandatory direct payments no longer exist.
- 6.210 When you revise the decision you may decide that
- one of the conditions in regulation 96 exists and decide to continue making direct payments under that power, or
 - direct payments are no longer appropriate and make payment to the claimant instead

New and review claims

- 6.211 A new decision about direct payments is needed when a new or review claim is made. Each application must be considered on its merits. You should not make direct payments on a review claim simply because they were made previously.

Alternatives to direct payments

- 6.212 If you decide that direct payments are not appropriate because the landlord is not a fit and proper person, and payment to the claimant in the normal way is not satisfactory, you must consider other methods of payment that might be appropriate. These might include
- making the first and following cheques payable to the landlord, preferably crossed 'account payee', and sending them to the claimant
 - paying HB to the claimant in the landlord's presence, either at home or in the council offices
 - paying HB to a trusted third party nominated by the claimant. This might be a solicitor or social worker, who would then pass it on to the landlord, see regulation 95(3). This is not a direct payment under regulations 95 and 96 because those powers are available only in respect of landlords. The payee would not be a 'person affected', and does not have a right of dispute or appeal. Normal rules about frequency of payment apply
- 6.213 In any of the above situations you must also consider the appropriate case controls. For example, you could consider strictly limiting the length of benefit awards or making more frequent visits, to maintain a tight control over the case.

6.214-6.219

Changes to entitlement following a revision or appeal***Entitlement increases on revision or appeal***

- 6.220 When a person's CTB entitlement is increased on revision or appeal, any shortfall in benefit due to that person is met by reducing as far as possible their CT account until the shortfall is made good.
- CTB Reg 79 & (SPC) 64*
- 6.221 When this is not possible or the person requests a payment, any shortfall should be paid within 14 days, or as soon as practicable afterwards.
- 6.222 A shortfall in benefit does not need to be paid to the extent of any recoverable excess benefit that the claimant is due to pay to the LA.

6.223-6.234

Entitlement decreases on revision or appeal

6.223 When a person's CTB entitlement decreases on revision or appeal, the amount of benefit the claimant owes the LA may be

CTB Reg 86 & (SPC) 71

- debited to their CT account so that any future liability is increased
CTB Reg 81 & (SPC) 66
- offset against any amount of benefit that the authority may owe the claimant, unless it is recoverable excess benefit, in which case the provisions for recovering recoverable excess benefit apply, see *HB/CTB Overpayments Guide* for more information
- repaid to the LA

CTB Reg 86 & (SPC) 71

6.224-6.229

Loss of Benefit Provisions – Two Strikes

6.230 The Loss of Benefit Provisions, as contained in the Social Security Fraud Act 2001 and supported by the Loss of Benefit Regulations 2001, came into effect on 1 April 2002.

6.231 These provisions (known as Two Strikes) establish the power to apply a sanction to benefit payability. This sanction is applied when benefit entitlement exists during a fixed 13 week Disqualification Period if

- a person is convicted in two separate proceedings of offences relating to disqualifying benefits, and
- the second or subsequent offence commences within three years of the date of the previous conviction, and
- both the offences and convictions occurred on or after 1 April 2002

6.232 A Two Strikes sanction applies to all sanctionable benefits payable when benefit entitlement exists for any period during the Disqualification Period.

6.233 Only standard HB and CTB will be sanctioned. HB/CTB in payment as a result of passporting from IS, JSA or ESA(IR) will not be sanctioned.

6.234 See *Annex A: Loss of Benefit Provisions - benefit classification* at the end of this chapter for details of disqualifying and sanctionable benefits.

Impact of a Two Strikes sanction on HB/CTB

- 6.235 The application of a Two Strikes sanction results in a reduction in the standard HB/CTB during the Disqualification Period by an amount of the single person's personal allowance for HB equivalent to
- 40%, or
 - 20% if the offender or their partner is seriously ill or pregnant
- 6.236 Seriously ill is defined in the DWP Decision Maker's Guide, which states
- the term should be given its normal everyday meaning, of being an important, significant or severe illness
 - illnesses such as colds or coughs are not normally serious. But the DM should decide if an illness is serious for the person concerned
- 6.237 The DM decides if a serious illness exists at the date
- entitlement to hardship payment begins
 - of request for revision or supersession of hardship payments
- Note:** The DM should not decide if a serious illness is likely to occur.
- 6.238 If the DM has doubts that a person is seriously ill, the claimant should be asked to provide evidence from a doctor, see *DWP DMG Volume 6 – Chapter 35*.

Impact on on-going entitlement

- 6.239 To maintain entitlement to (as opposed to payability of) sanctioned and other passported benefits, the offender, throughout the Disqualifying Period, **must** continue to
- meet all the eligibility conditions
 - report all changes of circumstances

Impact on HB/CTB Subsidy

- 6.240 A Two Strikes sanction causes a reduction of the standard HB/CTB paid to the claimant and, as a result, the level of qualifying expenditure falls.
- 6.241 As the level of subsidy claimed for HB/CTB payments is based on the level of qualifying expenditure, this will be the figure after the Two Strikes sanction is applied.

6.242-6.247

Notification letter received

6.242 When you receive a notification from the Two Strikes Central Team, check the notification details against those held on the HB/CTB system to confirm that the notification relates to the correct claimant. See *Annex B: Notification to Two Strikes Central Team*.

Notification relates to correct claimant

6.243 If the notification relates to the correct claimant, and can be actioned, acknowledge receipt by returning Part 5 of the notification to the Two Strikes Central Team.

Notification details incorrect/benefit not in payment

6.244 LAs should return Part 6B of the notification to the Two Strikes Central Team, providing any relevant information, including the claim end date and reason, if

- the details are
 - incorrect
 - correct but benefit is not in payment or you are unable to apply the Two Strikes sanction from the start date as directed
- you are aware benefit is in payment in another LA, showing the other LA details. Do **not** forward the notification to the new LA

Action if the claim ends before the Disqualification Period starts

6.245 If the claim ends before the Disqualification Period starts, you should inform the Two Strikes Central Team immediately, using Part 6B of the notification.

Offender not receiving sanctionable benefit but sanction applicable

6.246 If the offender is not receiving any sanctionable benefit(s) when the Two Strikes Central Team decides a sanction is applicable, the Disqualification Period usually starts the next time a sanctionable benefit is awarded, **provided** it is within three years of the date of the later conviction. If no benefit is awarded during the three-year period, the Two Strikes sanction is not applied.

6.247 However, if the only benefit in payment is standard HB/CTB, the Disqualification Period is triggered when DWP identifies, via HBMS, that an HB/CTB award has been made. The Two Strikes Central Team will notify LAs when to apply the Two Strikes sanction.

Applying the sanction

- 6.248 When the you receive notification that a Two Strikes sanction is applicable
- make the decision to apply the sanction as directed from the start date of the Disqualification Period
 - calculate the appropriate reduction to the personal allowance
 - apply the sanction from the first day of the Disqualification Period
 - notify the HB/CTB claimant and landlord, if appropriate, of this decision, see *Annex C: Notification of loss of payability*
- Note:** Under the Data Protection Act you cannot tell the landlord the reason for the reduction
- keep a record of the Two Strikes Disqualification Period, including
 - details of who the offender is
 - the start and end dates of the Disqualification Period
 - contact details for the Two Strikes Central Team, and
 - notify the Two Strikes Central Team of the confirmed sanction start date and projected end date, completing Part 4 of the notification, immediately on commencement of the sanction

Offender is included in another claimant's claim

- 6.249 The Loss of Benefit Provisions enable a Two Strikes sanction to be imposed when the offender is included in a claim for HB/CTB but is not the claimant.
- 6.250 The Two Strikes Central Team will notify the LA of the relevant claim on which to apply a sanction. **Do not** apply a sanction unless directed to do so.
- 6.251 When you receive notification that a Two Strikes sanction is applicable, see *Applying the sanction*.

6.252-6.259

Action during the Disqualification Period

Claim ends during the Disqualification Period

- 6.260 If the claim ends during the Disqualification Period
- take normal end of claim action
 - complete Parts 6B and 6C of the notification and return it to the Two Strikes Central Team immediately

6.261-6.270

Changes of circumstance during the Disqualification Period

- 6.261 If a change of circumstance results in a change to underlying entitlement
- recalculate the amount of benefit payable, making sure the sanction is still applied in full
 - notify the claimant and landlord, if appropriate, of any change in payment
- 6.262 Claimants whose HB/CTB is sanctioned as a result of a Two Strikes sanction normally have a reduction equivalent to 40% of the single person's personal allowance on their benefit. If their circumstances change as a result of pregnancy or serious illness during the Disqualification Period, the reduction is 20%.
- 6.263 If the circumstances change so that the claimant or their partner are no longer pregnant or seriously ill, recalculate the relevant reduction to reflect this change of circumstances.
- 6.264 If the offender ceases to be included in an assessment subject to a Two Strikes sanction
- remove the sanction and reassess entitlement
 - reinstate benefit to the claimant
 - notify the Two Strikes Central Team immediately by telephone
 - complete Part 6B of the notification and return it, advising of any known new address of the offender and any other relevant details

Claimant reclaims benefit during the Disqualification Period

- 6.265 If the claimant reapplies for benefit during the Disqualification Period
- do not automatically apply the sanction
 - contact the Two Strikes Central Team by telephone, before making an award and await further instructions

6.266-6.269

Reconsideration and appeals

- 6.270 The decision to apply a Two Strikes sanction carries the right to request a reconsideration or appeal.

Note: Any appeal against a conviction must be directed to the courts.

Reconsideration procedures

- 6.271 If a claimant asks for a reconsideration of the sanction being applied
- check the Two Strikes sanction was applied to the correct claimant for the correct period, verifying the details in the sanction notification
 - if the sanction has been applied incorrectly
 - make a revised decision and notify the claimant of the outcome, see Annex I
 - take any necessary corrective action
 - pay any arrears due
 - notify the Two Strikes Central Team of the reconsideration request and its outcome, including any details of corrective action

Note: There is no right of appeal for landlords in such circumstances.

- 6.272 If the reconsideration relates to any other aspect of Two Strikes, forward the reconsideration request, see Annex D, to the Two Strikes Central Team, with any other relevant evidence. Make a note of the action taken to aid any resultant enquiries.
- 6.273 The Two Strikes Central Team will urgently reconsider the decision to apply a sanction and will notify the LA of the outcome, see *Annex E: Notification of reconsideration outcome*.

Reconsideration request upheld: sanction no longer applicable

- 6.274 If a sanction is no longer applicable
- make a revised decision
 - advise the claimant about the outcome
 - pay any arrears that are due, see *Annex I: Letter to claimant – reconsideration request upheld*

Reconsideration request not upheld: sanction still applicable

- 6.275 If a sanction is still applicable, advise the claimant of the reconsideration decision, see *Annex H: Letter to claimant – sanction is upheld*.

6.276-6.279

6.280-6.287

Appeals procedures

- 6.280 A claimant has a right of appeal against the decision to impose a Two Strikes sanction. However, the reasons for allowing an appeal are very limited, for example
- sanction applied to wrong claimant
 - out of Two Strikes linking period
 - claimant never had a second benefit conviction
- 6.281 There is no right of appeal if the sole reason given is that the court's conviction decision is wrong. The claimant should be told to direct any appeal against conviction to the Court.
- 6.282 If a claimant appeals following reconsideration
- follow your usual appeals procedures
 - do not remove the sanction unless instructed later to do so by the Two Strikes Central Team
 - notify the Two Strikes Central Team by telephone
 - that the claimant has made an appeal regarding the Two Strikes sanction and request relevant Two Strikes documentation from them
 - the outcome of any such appeal
- 6.283 The Two Strikes Central Team will consider the impact of the outcome of the appeal and notify the LA of any further action as soon as possible. Do not pay any arrears unless instructed by the Two Strikes Central Team.

Conviction quashed

- 6.284 The Two Strikes Central Team will notify the LA when a conviction has been quashed. However, the claimant may provide evidence showing that the conviction has been quashed before notification is received from the Two Strikes Central Team.
- 6.285 If the claimant provides such evidence
- forward it to the Two Strikes Central Team to reconsider the decision that the Two Strikes sanction is applicable
 - not pay any benefit arrears unless instructed by the Two Strikes Central Team
- 6.286 The Two Strikes Central Team will notify the claimant if the sanction is still applicable, see *Annex F*.
- 6.287 If a sanction is still applicable, the LA should keep a record of the reconsideration details.

- 6.288 If a sanction is no longer applicable, the LA should
- make a revised decision and notify the claimant of the outcome of the decision, see *Annex G: Letter to claimant: conviction quashed - arrears payable*
 - take any corrective action as appropriate
 - inform the Two Strikes Central Team that the corrective action has been taken, see *Annex F, tear off*

Action at the end of the Disqualification Period

- 6.289 Complete Part 6C of the notification and return it to the Two Strikes Central Team within five working days of the end of the Disqualification Period. Do not report in Part 6C if the HB/CTB claimant has been overpaid HB/CTB.

Sanction not actioned on time - overpayment of benefit occurs

- 6.290 If a Two Strikes sanction is not actioned on time and an overpayment of benefit occurs
- treat this as an official error and follow your usual overpayment procedures
 - notify the Two Strikes Central Team, at the end of the Disqualification Period, using Part 6D of the notification, about the
 - period of the overpayment
 - amount of HB/CTB overpaid
 - reason the sanction was not actioned on time

Impact on HB/CTB if claimant claims IS/JSA/ESA(IR) on hardship grounds

- 6.291 When a Two Strikes sanction is applied to HB/CTB, a claimant may claim IS/JSA/ESA(IR) on hardship grounds if they are not in receipt of any other benefit.
- 6.292 If they qualify for IS/JSA/ESA(IR) on hardship grounds
- the DWP send the LA a notification that the claimant is entitled to passported HB/CTB because of IS/JSA/ESA(IR)
 - the sanction on standard HB/CTB stops
 - payment of passported HB/CTB should be made from the date of the IS/JSA/ESA(IR) claim
- 6.293 If the sanction has already been implemented, you should
- pay arrears as appropriate
 - complete and send Part 6D of the notification letter to the Two Strikes Central Team

6.294-6.322

6.294 At the end of the Disqualification Period

- entitlement to IS/JSA/ESA(IR) on hardship grounds and passported HB/CTB ceases
- the standard HB/CTB claim is re-instated

6.295 **Remember:** A claimant must continue to satisfy all conditions of eligibility to retain underlying entitlement to benefit during the Disqualification Period.

Discretionary housing payments

6.296 In line with other specified circumstances when there is a reduction in a claimant's overall benefit payment, claimants whose benefit(s) has been reduced as a result of a Two Strikes sanction will not be entitled to a discretionary housing payment to make up the shortfall.

6.297 Regulation 3(1) of the Discretionary Financial Assistance Regulations 2001 has been amended so that such a payment cannot be made to a claimant.

6.298-6.319

Offsetting

Higher rate of HB awarded on revision or appeal

6.320 When HB is paid under a decision which is later revised on revision or appeal, and the revised decision awards a **higher** weekly HB rate for the same period, you can offset the amount paid under the original decision against the arrears due.

HB Reg 98 & (SPC) 79

6.321 The following example shows when offsetting can be used

Example 1

HB paid for 3 weeks (period A) at £25 per week under original decision = £75

HB payable for 3 weeks for period A at £30 per week under revised decision = £90

The £75 paid under the original award can be offset against the £90 arrears due leaving £15 payable

Lower rate of HB awarded on revision or appeal

6.322 If an amount is paid under a decision which is later revised on revision or appeal, and the revised decision awards a **lower** weekly benefit rate for the same period, treat the amount paid under the original award as paid on account of the amount awarded by the revised decision.

HB Reg 98 & (SPC) 79

6.323 The following example shows when this applies

Example 2

HB paid for 3 weeks (period B) at £25 per week under the original decision.

HB payable for period B at £20 per week under revised decision.

£60 of the £75 already paid is treated as correctly paid leaving a balance of £15 overpaid.

Note: offsetting is not applicable in these circumstances.

6.324 You cannot offset any amount that has been decided to be a recoverable overpayment. The purpose of this is to prevent double recovery. If, in Example 1, the £75 had been recorded as a recoverable overpayment, this regulation prevents the authority from recovering the £75 and offsetting the same £75 against the arrears of £90 due.

HB Reg 98 & (SPC) 79

6.325 In Example 2 if the £75 paid under the original decision had been recorded as a recoverable overpayment and it was subsequently found that £60 was due for the same period, the decision that decided there was an overpayment amounting to £75 would be revised or superseded. The new decision would reduce the amount overpaid to £15.

HB Reg 104 & (SPC) 85

6.326-6.339

Changes to CTB 'passporting' arrangements as a result of Supporting People Scheme

6.340 Claimants in receipt of IS, JSA(IB), ESA(IR), Pension Credit (guarantee credit or guarantee credit and savings credit) are automatically entitled to full CTB.

6.341 Those in receipt of Pension Credit (savings credit) can only claim standard CTB.

6.342 In April 2003, as a result of the removal of support charges from IS/JSA(IB) on commencement of the Supporting People Scheme, some claimants could have lost their entitlement to CTB if their other income exceeded their benefit entitlement. This meant some claimants could have been worse off.

6.343 Regulations were laid to ensure that claimants affected by the removal of these charges would continue to be passported to full CTB and therefore were not adversely affected by the change, see *Social Security (Miscellaneous Amendment) Regulations 2003*.

6.344 When these circumstances occurred, Jobcentre Plus or The Pension Service should have sent a

- letter to claimants
- proforma to LAs

6.345-W6.361

- 6.345 On receipt of the proforma, you should have
- made sure full entitlement to CTB continued from April 2003
 - made a note on system and clerical records stating
 - last date of payment of IS/JSA(IB)/MIG
 - type of support charges in payment prior to April 2003
 - date support charges removed
 - CTB passport still applicable
 - retained the proforma in clerical records, if appropriate.
- 6.346 These cases will continue to receive full CTB passporting regardless of any future claim for benefit.

6.347-6.359

Change of circumstances

W6.360 A change of circumstances may

HB Reg 79; CTB Reg 67 & (SPC) 50

- result in HB/CTB being reduced, increased or terminated
- take effect
 - on the date the change occurred
 - at the start of the benefit week in which the change occurred
 - at the start of the benefit week following the date on which the change occurred

Duty to report changes

W6.361 Claimants, and landlords who receive direct payments of HB for their tenants, are responsible for reporting to the LA in writing changes of circumstances which they could reasonably be expected to know might affect their entitlement to HB/CTB or the amount received. This applies both to changes which happen between the date of claim and notification of entitlement, and at any other time during the HB/CTB award.

Reg 74 & (SPC) 59

W6.362 Relevant changes include*HB Reg 88 & (SPC) 69; CTB Reg 74*

- end of liability to pay rent to a private landlord, for example on a change of address
- changes in rent paid to a private landlord
- changes in the family income
- changes in the number and status of dependants, for example, leaving school or the birth of a baby
- changes in the number and status of non-dependants, for example when a non-dependant
 - moves in or out of the accommodation
 - begins or ends remunerative work
- changes in payments received from tenants or sub-tenants
- changes in status, marriage or separations
- the end of IS, JSA(IB) or ESA(IR) entitlement
- if the claimant or any of their dependants go into hospital
- if the claimant or partner becomes sick and starts submitting medical evidence, see *BW3* or *BP3 Assessment of needs* later in this manual

Note: Although LAs may tell the claimant that they have awarded benefit for the financial year, they are not prevented from superseding the award if there is a change of circumstances. It is not necessary to bring this to the attention of the claimant when notifying them of entitlement to benefit.

*Reg 72 & (SPC) 57***W6.363** A claimant is not expected to report

- any change the LA is expected to know of and act on, such as changes in
 - the amount of CT payable to the LA
 - rent payable direct to a housing authority*HB Reg 88 & (SPC) 69; CTB Reg 74 & (SPC) 59*
- their age or that of any member of their family or of any non-dependant, but the claimant must notify the LA
 - ~ of the arrival or departure of a member of the family
 - ~ if any member of their family is no longer classed as a child or young person, ie when Child Benefit payments for the child/young person stop, for example, when the child/young person finishes full time education, etc*HB Reg 88 & (SPC) 69*
- the HB/CTB regulations, and

continued

A6 - Deciding and paying benefit

(W6.363)-P6.362

- (W6.363) • the circumstances of claimants receiving IS, JSA(IB) or ESA(IR), which alter the amount of IS, JSA(IB or ESA(IR) but not the amount of HB/CTB they receive. However, a claimant must notify the LA if they are no longer entitled to IS, JSA(IB) or ESA(IR)

Note: The LA implements the revised level of benefit caused as a result of any of these changes without any action being taken by the claimant.

W6.364-W6.369

P6.360 When a claimant receives both Pension Credit and HB/CTB, they must report the majority of changes in their circumstances to The Pension Service. It is The Pension Service's responsibility to notify the changes of circumstance to the LA when the information is needed by the LA, see *D1 Liaison with local DWP offices*.

P6.361 Refer any change of circumstance reported to you in a Pension Credit case, which is not HB/CTB specific, to The Pension Service using form NHB7 or local equivalent. The Pension Service will notify you when

- a reassessment of the Pension Credit (savings credit) or Assessed Income Figure (AIF) is made
- the change means that a guarantee credit is no longer payable

P6.362 When a change of circumstances is only of interest to the LA, the claimant must report the change to the LA as follows, for

HB(SPC) Reg 69: CTB(SPC) 59

- Pension Credit (guarantee credit or guarantee credit and savings credit) in payment
 - changes to the tenancy, other than the amount of rent payable to a housing authority, ie changes in the rent charged by the LA to its own tenants
 - changes to non-dependants
 - absence from home when the absence is, or is likely to be, more than 13 weeks
- Pension Credit (savings credit) only in payment
 - changes to the tenancy, other than the amount of rent payable to a housing authority
 - absence from home when the absence is, or is likely to be, more than 13 weeks
 - changes to dependent children
 - changes to household composition and non-dependants
 - changes to Child Tax Credit
 - changes to Child Benefit
 - capital exceeding £16,000
 - changes to the income and capital of partners not included in the Pension Credit claim
- Pension Credit not in payment, any change that might affect HB/CTB

continued

- (P6.362) **Note:** Although LAs may tell the claimant that they have awarded benefit for the financial year, they are not prevented from superseding the award if there is a change of circumstances. It is not necessary to bring this to the attention of the claimant when notifying them of entitlement to benefit.
- P6.363 When the claimant reports an HB/CTB-related change to The Pension Service, The Pension Service send form
- PC16 to the claimant to tell them the change has been sent on to the LA
 - PC17 to LA together with details of claimant's change
- P6.364 Copies of these forms are at *Annex J*. **Note:** These forms are only to notify the LA and claimant that the information has been passed to the LA – they do not mean that The Pension Service has undertaken verification of that information.

P6.365-P6.369

Effective date of change

- 6.370 When a change of circumstances happens which affects entitlement to, or the amount of, HB/CTB, this should normally take effect from the start of the next benefit week, see *Exceptions* later in this chapter. This applies whatever day the change occurs – even a Monday.
HB Reg 79 & (SPC) 59
- 6.371 The exceptions to this are
HB Reg 79 & (SPC) 59
- **changes in tax and national insurance contributions** - these can be disregarded for up to 30 benefit weeks from the benefit week immediately following the date of change, normally the start of the tax year, see *BW2* or *BP2 Effect on income of changes in tax, NI contributions, etc* later in this manual. If the tax change has been reflected in the claimant's pay, it would be sensible to take such changes into account earlier if the benefit award ends, or there is another change in the claimant's income
CTB Reg 24, 67 & (SPC) 30, 50
 - **changes in the amount of rent payable or liability frequency** - always take these into account from the exact day they occur, and work out entitlement for the benefit week in question on a daily basis as explained in *A5 Eligible rent changes during a benefit week* earlier in this part
 - **changes to the address within the LA's area** - the change becomes effective on the first day the claimant occupies the new dwelling as a home and is liable to pay rent for that dwelling
 - **accommodation with a daily rental liability** - if the change ends entitlement, it will be effective from the day it happens
HB Reg 79 and (SPC) 59
 - **change from ESA assessment phase to main phase** - see *Change from ESA assessment phase to main phase* later in this chapter

6.372-P6.375

6.372 The following table shows the different types of changes, and the date the change takes effect.

Change affects	Change takes effect from
Entitlement to or the amount of HB/CTB payable	The start of the benefit week following the one in which the change occurs
Benefit paid under the 1992 Act ends	The day immediately following the last day of entitlement to that benefit
Liability for rent/Council Tax	The day the change actually occurs
An amendment to HB/CTB regulations	The day the amendment comes into force
Acquisition or loss of a partner through separation or death	The date on which the partner enters or leaves the household or dies

6.373 However, when changes to Social Security benefits take place on or after 1 April but before 16 April, you can take the changes into account from the first date in April that HB or CTB is updated if this date is earlier. This will prevent several reassessments at the beginning of April, see *Two or more changes occur in same benefit week* later in this chapter.

W6.374-W6.389 Does not relate to working age claimants

Pension Credit in payment

P6.374 Special rules apply for when changes take effect in HB/CTB to make sure LAs do not have to calculate overpayments when there has been a delay in the information being passed to them. For example, when a change of circumstances is reported on time to The Pension Service the effective date will be the date

- of change used by The Pension Service when the change results in an increase in HB/CTB, or
- the LA receives the notification of the change from The Pension Service when the change results in a reduction in HB/CTB

Note: This is not an exhaustive list.

P6.375 HB Reg 60 and CTB Reg 51 deals with people in receipt of HB/CTB and Pension Credit, when the amount of Pension Credit awarded is changed due to a change of circumstance or official error and there is a knock-on effect to HB/CTB.

- P6.376 It ties the HB/CTB change effective date to the Pension Credit change effective date, when the claimant gets **more** HB/CTB as a result of the Pension Credit change. If the change
- increases both Pension Credit and HB/CTB, the HB/CTB change will be effective from the first day of the benefit week the increased Pension Credit becomes payable
HB(SPC) Reg 60; CTB(SPC) Reg 51
 - decreases Pension Credit but increases HB/CTB, the HB/CTB change will be effective from the first day of the benefit week Pension Credit is reduced
HB(SPC) Reg 60; CTB(SPC) Reg 51
 - is Pension Credit (guarantee credit) awarded, and this means the claimant gets more HB/CTB, the change in HB/CTB will take effect from the first day of the benefit week following the date Pension Credit (guarantee credit) is payable
- P6.377 When the claimant gets **less** HB/CTB as a result of a change in Pension Credit being paid, if the change
- increases Pension Credit and decreases HB/CTB, the change will take effect from the first day of the benefit week following the date the LA receives the change notification from The Pension Service, or the first day of the benefit week following the date Pension Credit increased or will increase, whichever is later
HB Reg 68B & (SPC) 60; CTB(SPC) Reg 51
 - decreases both Pension Credit and HB/CTB, when Pension Credit is reduced because the claimant failed to notify the change to The Pension Service timeously, the change in HB/CTB will take effect from the first day of the benefit week Pension Credit reduced
HB Reg 68B & (SPC) 60; CTB(SPC) Reg 51
 - decreases both Pension Credit and HB/CTB, when Pension Credit is reduced for any other reason, the change in HB/CTB will take effect from the first day of the benefit week following the date the LA receives the change notification from The Pension Service, or the first day of the benefit week following the date Pension Credit decreased or will decrease, whichever is later
HB Reg 68B & (SPC) 60; CTB(SPC) Reg 51

Exceptions

- P6.378 The paragraphs above describe the situations in Pension Credit and HB **when changes in the Pension Credit award affect the HB award**. But, there are two other groups of claimants not covered by HB Regulation 60 and CTB Regulation 51, they are claimants
- receiving Pension Credit who have a change of circumstances which affects only HB
 - aged 60 and over not in receipt of Pension Credit
- P6.379 These two groups are covered by HB Regulation 59, CTB Regulation 50 and D&A Regulation 8(3).

P6.380-P6.389

6.390-6.392

Change from ESA assessment phase to main phase

6.390 A split week payment may be made at the end of the assessment phase containing, for example, four days ESA(C) at the assessment phase rate and three days at the main phase rate. This depends on

- the day the claim is first made
- whether the waiting days must be served, and
- the claimant's ESA payday

6.391 The effective date of awarding the component in HB/CTB and taking the ESA component into account is

- the start of the first benefit week following the date entitlement to an ESA component begins, if this is not a Monday, or
- if entitlement to an ESA component begins on a Monday, that same Monday

HB & CTB (Decisions and Appeals) Reg 7 & 8

Example

ESA(C) awarded from 20 November 2008. The payday is Tuesday.

The assessment phase will end on 18 February 2009 and a component awarded from 19 February 2009.

On 24 February the claimant will receive two days (17 and 18 February) at the assessment phase rate and five days at the main phase rate.

You should award the component in HB/CTB from 23 February 2009 and take the weekly amount of the component into account from that date.

The effect will be that you will disregard the split week payment and you will do only one recalculation.

Two or more changes occur in same benefit week

6.392 When two or more changes occur in the same benefit week, but would take effect in different benefit weeks

- decide the date of change using the table in *Effective date of change* earlier in this chapter, and
- if there is more than one date of change, use the earlier date as the date of change

Note: If one of the changes is to the rent all the changes are effective from the day the change to the rent occurs.

HB Reg 79 & (SPC) 59; CTB Reg 67 & CTB (SPC) Reg 50

- 6.393 If two or more changes happen in the same benefit week, deal with the changes in turn. However, if the multiple changes include a change in rent or to the address, the effective date of all the changes will be the effective date of the rent/address change.

HB Reg 68 & 69; CTB Reg 59

6.394-6.399

Claimant entitled to arrears or increase in income

- 6.400 If a claimant becomes entitled to arrears of an income or an increase in an income, including arrears of a social security benefit, supersede the award of HB/CTB on the grounds there has been a relevant change of circumstances since that decision was made. Take the arrears into account over the period they would have been taken into account if paid on time. If the arrears are for a social security benefit, take them into account over the period for which they were paid, see *BW2* or *BP2 Assessment of income, Social Security Benefits* later in this manual, unless the arrears are for one of the benefits listed in *BW1* or *BP1 Capital assets disregarded for 52 weeks* later in this manual, treat these arrears as capital and disregard for up to 52 weeks from the date of receipt.

HB Reg 68; CTB Reg 59

- 6.401 If arrears of income, other than arrears of a social security benefit, are paid for a past period but there was no actual entitlement to income of that amount throughout that period, take the arrears into account over the past period as if there was entitlement to income of that amount throughout that period.

Example

An employer decides to award a pay increase from the end of July and to backdate this to the beginning of April. As there was **no requirement** for the employer to award a pay increase, there is no **actual** entitlement to an increase of that amount until July. However the assessment should assume entitlement and reassess the claim from the beginning of April.

A similar example would be when, although there is entitlement to an increase from a certain date, the amount of the increase is not specified, and is not known until after that date.

HB Reg 68; CTB Reg 59

- 6.402 See *HB/CTB Overpayment Guide* for further guidance.

IS, JSA(IB) or ESA(IR) ends

- W6.403 If entitlement to IS, JSA(IB) or ESA(IR) ends, consider whether the claimant can get an extended payment.

HB Reg 77

A6 - Deciding and paying benefit

W6.404-W6.411

W6.404 If so, the entitlement period must end, see *C5 Extended payments* later in this manual.

W6.405 If not, supersede the award of HB on the grounds there has been a relevant change of circumstances since that decision was made.

HB Reg 79 & (SPC) 59

W6.406 The change of circumstances occurs on the first day after IS/JSA(IB)/ESA(IR) entitlement has ended not on the last day of entitlement. For example, if the last day of entitlement is a Sunday, the change of circumstances occurs on the Monday. Benefit entitlement will end with the last day of the benefit week in which the change of circumstances occurs (in this case, the following Sunday), see *Ending benefit award* later in this chapter.

LA not aware until a later date HB award period has ended

W6.407 You may not be aware until a later date, that an HB award has ended early because a claimant's entitlement to IS, JSA(IB) or ESA(IR) has ended. However, no matter how long after the end of the HB award you discover it has ended, you must take action as above.

HB Reg 76, 77, 83 & (SPC) 57, 64

Continuing payments when State Pension Credit claimed

W6.408 Make a continuing payment of HB/CTB when

- HB/CTB are currently awarded to a claimant receiving IS/JSA(IB)/ESA(IR)
- the IS/JSA(IB)/ESA(IR) claim has terminated because the claimant has reached 60/65 and needs to apply for Pension Credit, or
- the partner aged 60 has claimed Pension Credit

W6.409 Jobcentre Plus will notify the LA that IS/JSA(IB)/ESA(IR) has terminated. Termination notifications to LAs will specifically state these circumstances when they apply. In these circumstances, continue payment of full eligible HB/CTB for a further four weeks if the claimant still satisfies the other conditions of entitlement to HB/CTB. The four weeks should start on the day following the cessation of IS/JSA(IB)/ESA(IR).

Example

If the claimant ceased to be liable for rent part-way through the four week period, payment would cease under the normal change of circumstances rules.

W6.410 At the end of the four week period, The Pension Service will normally have sent details of the Pension Credit entitlement to the LA. When this happens reassess the HB/CTB claim as necessary – although it is likely that as IS/JSA(IB)/ESA(IR) was in payment before the move to Pension Credit a guarantee credit will be payable and full eligible HB/CTB will continue.

W6.411 If no notification is received or The Pension Service confirms there is no Pension Credit entitlement, reassess the case for standard HB/CTB from the 5th week, treating the change as a change of circumstances.

Rate of payment

W6.412 Continue to disregard all of the claimant's income and capital during the 4 week period.

Example

Claimant receives a large inheritance (ie over £16,000) part-way through the four week period, continue to pay HB/CTB for the full 4 weeks.

W6.413 Pay HB/CTB at the rate it was payable immediately before the four week period commenced but adjust the rate of payment if

- the claimant's rent or Council Tax increases during the period
- there is a change in a non-dependant deduction, see *A5 Changes of circumstance relating to non-dependants* for information about deferring the non-dependant deduction

Note: The continuing payment provisions do not alter the provisions regarding rent-free weeks. If any rent-free weeks fall in the 4 week period, no HB should be awarded for those rent-free weeks. This is because there is no rental liability during such periods.

HB (SPC) Reg 54, CTB (SPC) Reg 45

W6.414 - W6.419

Change of Retirement Pension election

P6.410 If a claimant changes their Retirement Pension election

- revise HB/CTB from the date the increments were taken into account if the claimant changes from increments to lump sum, which attracts a lump sum disregard

Reg 10

- supersede HB/CTB from the date the increments would have been taken into account if the claimant changes from lump sum to increments **Note:** When tax was deducted from the payment, it might create some spare disregard that would be available to offset against other savings

Reg 10

Example

A claimant who is deferring receipt of their RP has £7,000 savings. As this is £1,000 above the lower capital limit of £6,000, weekly tariff income of £2.00 is deducted from HB/CTB. They stop deferring and receive a lump sum of £10,000, after tax is deducted they receive £9,000.

Their total capital will be £7,000 + £9,000 = £16,000. As the gross amount of the lump sum (£10,000) must be disregarded their net capital is now £6,000. This will mean no tariff income will be taken into account and a superseding decision will be necessary.

Note: In respect of the repayment of a lump sum because the reverse of the above example would apply.

P6.411-6.423

Effective date of change

P6.411 When a decision is superseded, because of an award of or the repayment of a lump sum, the effective date of change will be the date the lump sum is paid or repaid, if that is the first day of a benefit week. If it is not, the effective date will be the first day of the following benefit week.

Reg 8

P6.412-P6.419 Does not refer to pensioners.

End of entitlement

Housing Benefit

6.420 If a change of circumstances occurs which means the claimant is no longer entitled to HB, the award period ends with the last day of the benefit week in which the change of circumstances occurs. Such a change may be

HB Reg 79 & (SPC) 59

- entitlement to HB ends because the claimant no longer has a rental liability
- the claimant's capital increases to more than £16,000
- entitlement to IS/JSA(IB)/ESA(IR) ends, but not if the entitlement is immediately followed by entitlement to IS/JSA(IB)/ESA(IR)

6.421 To calculate entitlement in the final week, see *A5 Eligible rent changes during benefit week* earlier in this part.

HB Reg 79 & (SPC) 59

6.422 To end a period of benefit entitlement, supersede the award of HB on the grounds there has been a relevant change of circumstances since that decision was made, see *C6 Reconsidering, revising and superseding decisions* later in this manual.

Hostel dwellers and people in accommodation for the homeless

6.423 If a hostel dweller or person in accommodation provided by the LA for the homeless moves out of your LA area the claimant is no longer entitled to HB. The effective date of change is the day the change occurs.

HB Reg 79 & (SPC) Reg 59

Change of address

- 6.424 If the change of address is
- to another LA's area, you may end the benefit award
 - within the LA's area it may be treated as a change of circumstances as long as you are satisfied you have enough evidence to support the change, if so supersede the decision, see *C6 Reconsidering, revising and superseding decisions* later in this manual

Starting work

- 6.425 Unless it is clear from the outset that a move into work will extinguish entitlement to any HB/CTB, make full use of your powers in Regulation 29 of the HB General Regulations to estimate future earnings to make sure, as far as possible, the continuity of payment until you are able to establish the actual earnings.

HB Reg 29

- 6.426 If starting work extinguishes entitlement to HB/CTB, treat it as a change of circumstances and supersede the award of HB on the grounds there has been a relevant change of circumstances since that decision was made, see *C6 Reconsidering, revising and superseding decisions* later in this manual.

6.427-6.439

Council Tax Benefit

- 6.440 Entitlement to CTB ends on the day the claimant is no longer liable to pay CT for a dwelling, eg the day they

Reg 67 & (SPC) 50

- move away from an address
- die, or
- sell the house to a resident son or daughter

- 6.441 If a claimant's personal or financial circumstances change so that they no longer meet the conditions for entitlement to CTB, entitlement to benefit stops at the end of the benefit week in which the change of circumstances occurred.

Example

Mrs Z starts a new job on Tuesday 2 May 2000, and her income increases in that week. As she no longer meets the conditions for entitlement to CTB, her entitlement stops at the end of that benefit week.

Benefit is therefore payable up to and including Sunday 7 May 2000.

6.442-6.999

Loss of Benefit Provisions – benefit classification

A	B	C
<p>Benefits that are not 'disqualifying' or 'sanctionable'</p> <p>These are benefits that are disregarded for Two Strikes purposes.</p>	<p>Benefits that are 'disqualifying' but not 'sanctionable'</p> <p>A conviction for a benefit offence against these benefits could result in a Two Strikes sanction being applied to those benefits in Column C. However, these benefits will not have a sanction applied to them.</p>	<p>Benefits that are both 'disqualifying' and 'sanctionable'</p> <p>A conviction for a benefit offence against these benefits could result in a Two Strikes sanction being applied. These benefits can also be subject to a Two Strikes sanction as a result of offences against any benefits in Columns B & C.</p>
Maternity Allowance	Retirement Pension	Income Support
Statutory Maternity Pay	Graduated Retirement Pension	Jobseeker's Allowance ²
Statutory Sick Pay	Disability Living Allowance	Standard Housing/Council Tax Benefit
Working Families Tax Credit	Attendance Allowance	Incapacity Benefit ²
Disabled Person's Tax Credit	Child Benefit	Invalid Care Allowance ²
	Guardian's Allowance	War Pensions ²
	Social Fund Payments	Widows Pension/Bereavement Allowance ²
	Christmas Bonus	Widowed Mothers/Parents Allowance ²
	Industrial Injuries (inc. Old Cases) Constant Attendance Allowance ¹	Industrial Injuries Disablement Pension ²
	Industrial Injuries Exceptionally Severe Disablement Allowance ¹	Industrial Death Benefit ²
	War Pensions Exceptionally Severe Disablement Allowance ¹	All other Industrial Injuries Scheme Benefits not covered in the table ²
	War Pensions Constant Attendance Allowance ¹	Pensions Credit ³
	War Pensions Mobility Supplement ¹	
	Bereavement Payment ¹	
	Passported Housing Benefit/Council Tax Benefit	

Notes:

- ¹ These benefits are not specified in the 2001 Social Security Fraud Act. However, the Social Security (Loss of Benefit) Regulations 2001 make these benefits non-sanctionable.
- ² These benefits will be withdrawn for the duration of the sanction but the offender will be able to claim either IS at a reduced rate or JSA on grounds of hardship.
- ³ Pensions Credit will be both disqualifying and sanctionable when it is introduced.

Notification to Two Strikes Central Team
From Benefit Processors

Block capitals please

To: (Benefit Section Manager and office address)	From: (CT. Office Address stamp)
Tel:	

Part 1: Benefit

<p>Customer</p> <p>NI No:</p> <p>D.O.B:</p> <p>SURNAME:</p> <p>FORENAME:</p> <p>ADDRESS:</p> <p>Postcode:</p>	<p>Convicted Customer (complete if the convicted Customer is the partner of the person claiming benefit)</p> <p>NI No:</p> <p>D.O.B:</p> <p>SURNAME:</p> <p>FORENAME:</p> <p>ADDRESS:</p> <p>Postcode:</p>
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Part 2: Sanction

Sanction Period		Name:
Start Date: / /	End Date: / /	Signature:
Warning letter issued to customer on: / /		Date:
Date of customer/partners first/previous conviction: / /		
Date of customers/partners subsequent conviction: / /		
Date subsequent offence commenced: / /		

Part 3: Details of Notification

A Two Strikes Sanction applies to the above named person. We have notified the benefit processing sections as indicated below. If you are aware of any other benefits that are in payment and shown on the list below, please contact the Central Team.

Income Support <input type="checkbox"/>	Incapacity Benefit <input type="checkbox"/>	Industrial Injuries <input type="checkbox"/>
Job Seeker's Allowance <input type="checkbox"/>	Invalid Care Allowance <input type="checkbox"/>	Industrial Injuries <input type="checkbox"/>
		Death Benefit
Housing Benefit <input type="checkbox"/>	War Pension <input type="checkbox"/>	
Council Tax Benefit <input type="checkbox"/>	Bereavement Benefit <input type="checkbox"/>	

Part 6: RETURN TWO STRIKES SANCTION DATA

Notification to Two Strikes Central Team

From Benefit Processors

Block capitals please

To: (Two Strikes Central Team)	From: (Benefit Manager Local Office/Authority)
---------------------------------------	--

A

<p>Customer</p> NI No: D.O.B: SURNAME: FORENAME: ADDRESS: Postcode:
--

<p>Customer (complete if the convicted Customer is the partner of the person claiming benefit)</p> NI No: D.O.B: SURNAME: FORENAME: ADDRESS: Postcode:

B: Reason Sanction cannot be or can no longer be imposed

<p>Sanction cannot be imposed because:</p> <p><input type="checkbox"/> Customer details are incorrect, please give full details in the space below.</p> <p><input type="checkbox"/> Customer no longer in receipt of benefit, please give full details in the space below including any new benefits in payment.</p> <p><input type="checkbox"/> Customer has transferred claim, please give full details including new benefit paying office code, address and telephone number.</p> <p><input type="checkbox"/> Other reason – please give details.</p> <p>Details</p> <p>.....</p> <p>.....</p>

C: Sanction Deductions

Sanction applied from / / to / /			
Specify to which benefit sanction was imposed;			
<p>The weekly amount of sanction deducted is:</p>			
Week 1 £	Week 5 £	Week 9 £	Week 13 £
Week 2 £	Week 6 £	Week 10 £	
Week 3 £	Week 7 £	Week 11 £	
Week 4 £	Week 8 £	Week 12 £	
<p>Total of weeks 1 – 13 = £</p>			

Notification to Two Strikes Central Team
From Benefit Processors

D: Changes/Overpayments

Please provide details of **any** changes to the **customer's** circumstances or overpayments that have occurred during the sanction period

.....
.....
.....
.....
.....

NAME:

SECTION:

SIGNATURE:

OFFICE ADDRESS:

DATE:

TEL:

Part 4: TEAR OFF RETURN part 2 - Confirmation of Sanction Start and End Dates

To: (CT Office Address Stamp)		From: (office contact and address)	
NI No:	D.O.B	Benefit Type:	Customer Name:
Sanction actioned Yes <input type="checkbox"/>	Sanction Start date / /	Sanction End Date / /	
No <input type="checkbox"/>	If the sanction is not actioned please fill in Part 6 (Customer's details and reason why sanction has not been actioned)		
Please return this tear-off on the Sanction Start Date			

Part 5: TEAR OFF RETURN part 1 – Acknowledge receipt of notification

To: (CT Office Address Stamp)		From: (office contact and address)	
NI No:	D.O.B	Benefit Type:	Customer Name:
I acknowledge receipt of Notification of the Sanction on / /			
Please return this tear-off by / /			

Notification of loss of payability

Website: If you get in touch with us, tell us this reference number *(Insert ref number)*
 Our Address *(Insert address)*

Joe Bloggs
 1 Any Street
 Anywhere
 Anyplace
 AN1 23AB

Our phone number *(Insert tel number)*
 My extension number *(Insert ext number)*
 If you have a textphone *(Insert textphone number)*
 Date *(Insert date)*

Dear *(type claimant's name here)*

Decision concerning Loss of Benefit provision

I am writing to inform you that your Housing Benefit and/or Council Tax Benefit will be subject to a sanction for the period *(date)* to *(date)*. Therefore payment will be reduced/withdrawn for that period.

This is because you/your partner have been convicted of two benefit offences, the second offence commencing within three years of the previous conviction.

You/your partner were convicted on *(date of 1st conviction)* and *(date of second conviction)*.

We wrote to you/your partner on *(date)*, following your conviction for a benefit offence on *(date of 1st conviction)* advising you/your partner that further offences would result in the sanction of your/your partner's benefit under the provisions of the Social Security Fraud Act 2001.

For the duration of this sanction you must continue to meet all the usual conditions in order for your benefit entitlement to continue.

If you are still entitled to Housing Benefit and/or Council Tax Benefit at the end of the sanction period you will need to complete a review form before benefit can be reinstated.

If you think this decision will cause you hardship or your circumstances change, please tell us at once.

If you require additional information about this decision, please contact us within one month of the date of this letter.

Annex C

What happens after the decision is looked at again?

If the decision can be changed we will send you a new decision. If we cannot change the decision we will tell you why. You will still have the right to appeal against the decision.

Yours sincerely

Notification of reconsideration request

To: Two Strikes Central Team

From: (Benefit Details)
(Address)

Claimant's name
NINO
D.O.B.
Address

Partner's name
NINO
D.O.B.
Address (if different)

Please could you reconsider the Two Strikes sanction on _____(*claimant's name*) benefit for the following reason/s:

.....
.....
.....
.....
.....
.....

All relevant documentary evidence should be attached. Please advise whether the sanction is still applicable.

Name:

Tel No:

Date:

Notification of reconsideration outcome

To: (Benefit Details/ Address)

From: (Name)

Two Strikes Central Team

Claimant's name

NINO

D.O.B.

Address

*Partner's name

NINO

D.O.B.

Address (if different)

The Two Strikes Central team has reconsidered the Two Strikes sanction on (claimant's name). The reconsideration outcome is that:

* a) It is no longer applicable because:

.....
.....
.....
.....

Therefore, follow usual procedures for reinstating benefit and pay any arrears that are due.

* b) It is still applicable because:

.....
.....
.....
.....

**Delete as appropriate*

Signature

Name

Date

Notification of arrears due to conviction having been quashed**To:** *(Benefit Details/Address)***From:** *(Name)*

Two Strikes Central Team

Claimant's name

NINO

D.O.B.

Address

Partner's name

NINO

D.O.B.

Address *(if different)*

A Two Strikes sanction was applied to*(claimant's name)* benefit, from / / to / / , as a result of two convictions for benefit offences.*(claimant's name)* appealed against their conviction on / / (date) and has been successful in having the conviction quashed.

As a result of this decision a Two Strikes sanction is not applicable. Therefore,*(claimant's name)* is due arrears of benefit for the period / / to / / .

Please pay arrears of benefit as shown below:

Week 1 £	Week 5 £	Week 9 £	Week 13 £
Week 2 £	Week 6 £	Week 10 £	
Week 3 £	Week 7 £	Week 11 £	
Week 4 £	Week 8 £	Week 12 £	
Total of weeks 1 - 13 = £			

Signature

Name

Date

.....
Cut here**To:** Two Strikes Central Team**From:** *(Benefit Details/Address)*

Claimant's name

NINO

D.O.B.

Address

Partner's name

NINO

D.O.B.

Address *(if different)*

I confirm that arrears of benefit have been paid to the above named claimant.

Total arrears paid £—.— Period from / / to / /

Signature

Name

Date

Letter to claimant: conviction quashed - arrears payable

Website: If you get in touch with us, tell us this reference number *(Insert ref number)*
 Our Address *(Insert address)*

Joe Bloggs
 1 Any Street
 Anywhere
 Anyplace
 AN1 23AB

Our phone number *(Insert tel number)*
 My extension number *(Insert ext number)*
 If you have a textphone *(Insert textphone number)*
 Date *(Insert date)*

Dear *(type claimant's name here)*

Sanction arrears notification

I am writing to inform you that following your recent successful appeal against a conviction for a benefit offence, you are entitled to arrears of Housing Benefit and/ or Council Tax Benefit for the period from / / to / / . This is because the sanction which was imposed from / / (date) to / / . (date) is no longer applicable.

Please find enclosed a girocheque for £ , the total amount of arrears due.

If you want to know more about this payment please contact us at the address above and we will provide you with an explanation.

Yours sincerely

(handwrite your signature here)

(type your name here)

Letter to claimant – sanction is upheld

Website: If you get in touch with us, *(Insert ref number)*
 tell us this reference number

Our Address *(Insert address)*

Joe Bloggs
 1 Any Street
 Anywhere
 Anyplace
 AN1 23AB

Our phone number *(Insert tel number)*
 My extension number *(Insert ext number)*
 If you have a *(Insert textphone*
 textphone *number)*
 Date *(Insert date)*

Dear (type claimant's name here)

Outcome of reconsideration request

We have looked again at our determination to apply a sanction to your benefit as a result of your convictions for benefit offences. I am writing to advise you that the original determination is correct.

This is because:

*You were convicted of benefit offences on / / and / /

*Your partner was convicted of benefit offences on / / and / /

and you/your partner's conviction for a benefit offence on.... (date) links to a previous offence for which you/they were convicted on / / (date of previous conviction).

* Delete as appropriate

For the duration of this sanction you must continue to meet all the usual conditions in order for your benefit entitlement to continue.

Yours sincerely

(handwrite your signature here)

(type your name here)

Letter to claimant – reconsideration request upheld

Website: If you get in touch with us, (Insert ref number)
tell us this
reference number
Our Address (Insert address)

Joe Bloggs
1 Any Street
Anywhere
Anyplace
AN1 23AB

Our phone number (Insert tel number)
My extension number (Insert ext number)
If you have a (Insert textphone
textphone number)
Date (Insert date)

Dear (type claimant's name here)

Your request to reconsider your Two Strikes sanction

Following your request for us to look again at your current sanction for benefit fraud. I am pleased to tell you that your payment of Housing Benefit/Council Tax Benefit has been reinstated.

A sanction was not appropriate because

- a) You were not convicted of benefit fraud.
- b) Your partner was not convicted of benefit fraud.
- c) Your recent conviction for a benefit offence commencing on ..././.... (date) does not link to previous conviction for a benefit offence within a three year period.
- d) Your partners recent conviction for a benefit offence commencing on ..././.... (date) does not link to previous conviction for a benefit offence within a three year period.


Therefore, payment of your Housing Benefit/Council Tax Benefit will be reinstated and any arrears will be paid to you as soon as possible.

Yours sincerely

(handwrite your signature here)

(type your name here)

Pension Credit



If you get in touch with us, please tell us this reference number

Our phone number is

Code	Number	Ext.
------	--------	------

If you have a textphone, you can call on

Code	Number
------	--------

Date

/	/
---	---

About your letter

Thank you for your letter dated

We cannot answer your enquiry about Housing Benefit or Council Tax Benefit.
We have sent your letter to

Help and advice

If you want more information about Housing Benefit, please get in touch with your Local Authority. Their address and phone number are written below.

Address

<input type="text"/>
<input type="text"/>
<input type="text"/>
<input type="text"/>
Postcode

Telephone number

PC16

Pension Credit



Name and address of local authority

 Postcode

Customer's name

Customer's National Insurance (NI) number
Letters Numbers Letter

Customer's address

 Postcode

Please find enclosed a letter from that was sent to this pension centre.

We have told the customer that we have sent the letter to you.

From

Name and address of pension centre

 Postcode

Contact name

Telephone number ext

Date / /

PC17