

Challenging Benefit Decisions

Handout 5 – Using Legislation - Submission for Mr B

I think your decision not to include the housing element in my Universal Credit is completely wrong. I pay £790 per mth rent to Mrs J Simmonds for renting my flat. I moved in with my partner back in 2002, and it was her flat, so she is on the tenancy. When she moved out in July 2017 I stayed on there, and carried on with paying the rent all myself. Mrs Simmonds is quite happy with this arrangement, but she doesn't want to start me a new tenancy. I couldn't do it anyway because I don't have the money for a deposit.

So the Universal Credit people said I couldn't get the Housing Element because its not my name on the not on the tenancy, so I'm not liable to pay the rent. But I have to pay the rent there, otherwise I would loss my home.

According to the Regulations (copy overleaf) I should be treated as being liable for the rent, even though I'm not actually, because the person who is liable (my ex-partner) is not paying it. Also if I don't carry on paying, then I will be evicted and lose my home. Also, Mrs Simmonds lives abroad, so it's not practical for her to create a new tenancy. And like I said I don't have the deposit for a tenancy anyway.

So please change the decision, and put the housing back into my UC.

(copy of tenancy agreement attached)

The Universal Credit Regulations 2013

UK Statutory Instruments ▶ 2013 No. 376 ▶ SCHEDULE 2 ▶ PART 1

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What Version ?

• Latest available (Revised)

• Original (As made)

Advanced Features ?

Show Geographical Extent
(e.g. England, Wales, Scotland and Northern Ireland)

Show Timeline of Changes

Opening Options ?

More Resources ?

Changes over time for: PART 1 ?

29/04/2013

Changes to legislation: There are outstanding changes not yet made by the legislation.gov.uk editorial team to The Universal Credit Regulations 2013. Any changes that have already been made by the team appear in the content and are referenced with annotations. ?
[View outstanding changes](#) ▼

PART 1 F1F2
Treated as liable to make payments

F1 2012 c.5.

F2 See section 173(5) of the Social Security Administration Act 1992. The requirement to refer regulations to the Social Security Advisory Committee does not apply where regulations are contained in a statutory instrument made before the end of the period of six months beginning with the coming into force of the enactment under which the regulations were made.

Certain other persons liable to make payments

1.—(1) A claimant is to be treated as liable to make payments where the person who is liable to make the payments is—

- (a) any child or qualifying young person for whom the claimant (or if the claimant is a member of a couple, either member) is responsible; or
- (b) in the case of a claimant who is a member of a couple claiming as a single person, the other member of the couple.

(2) Sub-paragraph (1)(b) does not apply to a person who is claiming as a single person by virtue of regulation 3(4).

Failure to pay by the person who is liable

2.—(1) A claimant is to be treated as liable to make payments where all of the conditions specified in sub-paragraph (2) are met.

(2) These are the conditions—

- (a) the person who is liable to make the payments is not doing so;
- (b) the claimant has to make the payments in order to continue occupation of the accommodation;
- (c) the claimant's circumstances are such that it would be unreasonable to expect them to make other arrangements;
- (d) it is otherwise reasonable in all the circumstances to treat the claimant as liable to make the payments.

(3) In determining what is reasonable for the purposes of sub-paragraph (2)(d) in the case of owner-occupier payments, regard may be had to the fact that continuing to make the payments may benefit the person with the liability to make the payments.

Payments waived in return for repair work

3. A claimant is to be treated as liable to make payments where—

- (a) the liability to make payments is waived by the person ("P") to whom the liability is owed; and
- (b) the waiver of that liability is by way of reasonable compensation for reasonable repair or re-decoration works carried out by the claimant to the accommodation which P would otherwise have carried out or been required to carry out.

Rent free periods

4.—(1) Where the arrangements under which the claimant occupies the accommodation provide for rent free periods, the claimant is to be treated as liable to make rent payments and service charge payments in respect of accommodation for the whole of any rent free period.

(2) In paragraph (1), "rent free period" has the meaning given in paragraph 7(4) of Schedule 4.

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