



RATES RECOVERY POLICY

DOCUMENT NO: A3750757

1.1 Objectives: The objective of this policy is the recovery of rates and charges that have become past due date for payment.

1.2 Regulatory Authority:

Local Government Regulation 2012

Chapter 4 Part 12 "Overdue rates and charges"

Division 1 "General Provisions" Section 132,

Division 2 "Court proceedings for overdue rates or charges" Sections 134 to 135

Division 3 "Selling or acquiring land for overdue rates or charges" Sections 138 to 152.

1.3 Policy Statement:

Where rates and charges become overdue pursuant to Part 12 "Overdue rates and charges" Division 1 "General Provisions" Section 132 of the Local Government Regulation 2012 Council adopt the Rate Recovery Procedure as the process for recovering overdue rates and charges.

1.4 Human Rights Commitment

Ipswich City Council (Council) has considered the human rights protected under the *Human Rights Act 2019 (Qld)* (the Act) when approving and/or amending this policy.

When applying this policy, Council will act and make decisions in a way that is compatible with human rights and give proper consideration to a human right relevant to the decision in accordance with the Act.

1.5 Scope:

The core matter addressed by this policy is the recovery of overdue rates and charges in accordance with the relevant legislation.

1.6 Roles and Responsibilities:

Chief Financial Officer :

- (a) Make decisions as to the commencement of legal proceedings (including instructing legal representatives) on Council's behalf; and
- (b) Make decisions as to responding, defending, settling, or withdrawing legal proceedings (including instructing legal representatives) to which Council is a party.
- (c) Power in legal proceedings to give instructions and sign documentation.

Recoveries Manager:

Operational day to day responsibility for the performance of the Overdue arrears ledger, including the following actions:

1. At the end of each discount period, Rate Reminder Notices be sent to ALL

ratepayers with an unpaid balance, with the following exceptions:

- (a) If the balance is less than \$10.00;
- (b) Where the balance is being paid by an approved instalment agreement; OR
- (c) Where the ratepayer is subject to some other stage of recovery action under this policy.

2. At least 21 days after the due date shown on the rate notice

- (a) A Letter of Demand be sent to those ratepayers referred to in Clause 1 above provided the unpaid balance exceeds \$100.00. Payment of the amount due be required within seven days.
- (b) A Second Rate Reminder Letter similar to the First Reminder Letter used in 1. Above can be sent to those property owners whose unpaid balances greater than \$10.00 and less than \$100.00 if cost effective to do so.
- (c) A Second Letter of demand may be sent to these property owners with unpaid balances should they not respond to the First letter of Demand.

3. If the balance remains unpaid after the due date of the Letter of Demand the following steps be taken:

- (a) Attempt to contact the ratepayer by phone to have the debt paid OR an instalment payment plan set up.
- (b) Should the ratepayer be uncontactable or the phone contact fails to produce a satisfactory result and the unpaid balance exceeds \$300.00, action be taken to consider issuing a Claim through the Magistrates Court.

4. Use all appropriate legal avenues and appropriate consultation to collect the debt.

5. At any stage of the proceedings detailed in Clause 2 through to Clause 4 the action may be suspended by the ratepayer entering into an approved instalment payment agreement. Should an approved instalment arrangement fall into default and be cancelled then the appropriate recovery action is to be recommenced from the stage where it was suspended.

6. Unless otherwise determined any agreement made to settle overdue rates by instalments should be sufficient to extinguish the overdue balance plus anticipated future levies within the period of the arrangement. The period should usually be no more than six months from the date of the agreement but a period of up to 12 months can be agreed in exceptional circumstances.

- (a) Payment agreements may be made by regular payments of no greater interval than one month, but generally in line with the frequency of the ratepayer's income.
- (b) When a ratepayer defaults on an agreement in the first instance, contact with the ratepayer should be made either by letter or personal contact, to explain the requirement to maintain the agreement and bring the agreement up to date within seven days.
- (c) Where a ratepayer defaults on a second payment, the arrangement is to be cancelled and a letter of demand sent requiring payment in full within

- seven days to prevent legal action commencing.
- (d) Where a ratepayer enters into a payment agreement, which is subsequently cancelled on two occasions in any twelve month period, per (c) above due to non-payment, the ratepayer is to be advised that no further formal payment agreements will be accepted by Council.
 - (e) Recovery action may continue as appropriate should full payment not be received by Council.

Senior Recoveries Officer:

- (a) Make recommendation as to the commencement of legal proceedings on Council's behalf in relation to the recovery of rates;
- (b) Make recommendations as to defending, or withdrawing legal proceedings to which Council is a party in relation to the recovery of rates.

1.7 Definitions:

Overdue - amounts owing after Due date

1.8 Policy Author: Strategic Client Office Manager

Date of Review: 6 March 2018

Date of Council Resolution: 16 February 2016

Committee Reference and Date: Policy and Administration Board No. 2016(01) of 2 February 2016 – City Management and Finance Committee No. 2016(02) of 9 February 2016

No of Resolution: 11

Date to be Reviewed: 16 March 2020