
Deferred Payment Agreement Policy

Document Control

Document Ref:	DPA01	Date Created:	March 2015
Version:	1.9	Date Modified:	March 2026
Revision due	March 2027		
Author:	Jo England	Sign & Date:	23 April 2015
Owning Service	Adult Social Care		
Equality Impact Assessment: (EIA)	Date undertaken:	16 th March 2015	
	Issues (if any):	None – See ID Report	
Chief Executive	Sign & Date:	N Carter – 23 April 2015	
Corporate Director (Community Services)	Sign & Date:	R Wardell – 23 April 2015	

Change History

Version	Date	Description	Change ID
1	March 2015	New Policy	
1.2	March 2016	Annual update	
1.3	March 2017	Annual update	
1.4	March 2021	Annual update	
1.5	May 2022	Annual Update	
1.6	March 2023	Annual update	
1.7	March 2024	Annual update of interest charges and administration fees	
1.8	March 2025	Annual update of interest charges and administration fees	
1.9	March 2026	Annual update of interest charges and administration fees	



Introduction

1. Purpose

- 1.1 The purpose of this policy is to set out how West Berkshire Council (WBC) will meet its requirement of the Care Act 2014 (sections 34 and 35) to offer Deferred Payments Agreements to allow a person to defer the sale of their home where it is needed to fund care fees.
- 1.2 The Care and Support (Deferred Payment) Regulations 2014 set out the legal framework and local authorities' responsibilities in greater detail. The new legal duties came into force on 1 April 2015.

2. Applicability

- 2.1 This Policy applies to persons eligible to receive Adult Social Care Services.

3. Policy

- 3.1 It is the policy of the Council to ensure that it uses a consistent and fair approach to offering Deferred Payments. This approach will promote affordable, sustainable support for people who require Adult Social Care Services.

4. Implementation

- 4.1 This Policy will be supported and implemented by the development and publication of Procedures (how to) and Guidance (advice).

5. Roles and Responsibilities

- 5.1 The overall responsibility for charging adults for care within WBC rests with the Client Financial Services team in Adult Social Care.
- 5.2 The responsibility for day-to-day management of Deferred Payment Agreements throughout WBC rests with the Head of Adult Social Care, who is also responsible for maintaining this Policy and for providing advice and guidance on its implementation.
- 5.3 All managers are directly responsible for implementing this Policy within their service areas and for the adherence of their staff and others.

6. Failure to comply with WBC Charging Policy

- 6.1 This document provides staff and others with essential information regarding charging and sets out conditions to be followed. It is the responsibility of all to whom this policy document applies to adhere to these conditions.

7. Review

- 7.1 This policy will be reviewed to respond to any changes and at least every year.
- 7.2 The Service responsible for reviewing this policy is Adult Social Care.

Contents

1. Legal Status
 2. Eligibility Criteria
 3. Permission to refuse a deferred payment agreement
 4. Information for cared-for persons
 5. Deciding not to sell and refusing a DPA
 6. Renting the property out
 7. Interest charges; calculation; fees
 8. Types of property ownership
 9. Mental Capacity Act
 10. Valuation of Property / Securing the DPA
 11. The Land Search Process
 12. The Legal Agreement
 13. Deferred Payments and the 12 Week Disregard
 14. Periodic Statement of Accrued Debt
 15. Re-valuation of Property
 16. Benefits entitlement
 17. When the Deferred Payment ends (due to depletion of equity)
 18. Increased Personal Expenses Allowance for Property Maintenance / Insurance
 19. Calculation of equity limit
 20. Notification on reaching the maximum deferred amount
 21. Terminating the deferred payment - sale of property before Death
 22. Terminating the deferred payment - sale of property after Death
 23. Removing the Charge
 24. Continuing Healthcare
-

The National Deferred Payments Scheme

1 Legal Status

- 1.1 The Care Act 2014 (sections 34 and 35) requires local authorities to offer Deferred Payments Agreements to allow a person to defer the sale of their home where it is needed to fund care fees. The Care and Support (Deferred Payment) Regulations 2014 set out the legal framework and local authorities' responsibilities in greater detail. The new legal duties came into force on 1 April 2015.
- 1.2 The regulations require local authorities to offer deferred payments to people meeting certain eligibility criteria (see section two below). These agreements can be retained until the person dies, with the amount repayable from their estate, but can also be offered to persons who decide to sell their home whilst still alive (the deferred payment providing "bridging finance").
- 1.3 The Care Act and regulations also allow the deferred payment scheme to be offered to persons who have incurred debt in relation to their care fees.
- 1.4 The regulations also allow local authorities to offer the deferred payment scheme for extra care housing and supported living, but not for people receiving care in their own home.
- 1.5 Local authorities are also allowed further discretion to offer the deferred payment scheme where otherwise a person might be required to sell their home to pay for care.

2. Eligibility Criteria

- 2.1 The local authority must offer a deferred payment to people who meet the eligibility criteria set out below:
 - 2.1.1 anyone whose needs are to be met by the provision of care in a care home;
 - 2.1.2 anyone who has less than (or equal to) £23,250 in assets excluding the value of their home (i.e. in savings and other non-housing assets); and
 - 2.1.3 anyone whose home is not disregarded, for example it is not occupied by a spouse or dependent relative as defined in regulations on charging for care and support.
- 2.2 Additionally:
 - 2.2.1 The person must have a beneficial interest in the property.
 - 2.2.2 There should be no outstanding mortgage on the property (or if accepting a mortgaged property, the outstanding amount must leave sufficient value to meet the criteria for self-funding).
 - 2.2.3 The person or their legal representative must consent to the agreement.

- 2.2.4 The deferred payment must be signed by a person with capacity to make the decision or their legal representative. See section nine for more information on mental capacity and deputyship.
- 2.3 When accepting a property as security, the local authority will ensure it is able to place a Land Registry charge on the property.
- 2.4 As a general guide a person should have sufficient equity in the property to cover a years' worth of their fees in order for a deferred payment to be accepted.
- 2.5 The local authority may exercise its discretion to take other forms of security rather than the person's property. This includes Park Homes / Mobile Homes.
- 2.6 The local authority has discretion to refuse a deferred payment agreement if it is not satisfied that its interest is secure (aside from where it is able to secure a first legal mortgage charge, which it must accept as adequate security). Whatever security is provided, the local authority has to be satisfied that they could gain ownership of this asset on the death or receive the proceeds on the sale of the asset.
- 2.7 If a spouse or dependent relative moves into the property following entry into the deferred payment scheme, the local authority will review eligibility.
- 2.8 If the property is subsequently disregarded (and the person qualifies for local authority support as a consequence) then the deferred payment will be frozen and interest will continue to accrue.
- 2.9 The local authority will ask the person to complete an application for the scheme.

3. Permission to refuse a deferred payment agreement

- 3.1 The local authority can refuse a deferred payment if it cannot obtain a first legal charge on the property.
- 3.2 The local authority can refuse a deferred payment if the person lacks capacity and there is no appointed deputy to make such a decision.
- 3.3 The local authority may also refuse a deferred payment where someone is seeking a top up; and/or where a person does not agree to the terms and conditions of the agreement, for example a requirement to insure and maintain the property. Refusal can also be on the grounds that the property is uninsurable.

4. Information for cared-for persons

- 4.1 Local authorities are required to ensure that persons considering entering residential care are made aware of the ability to defer charges against their property for their care.
- 4.2 Local authorities must advise the person or their representative that there is an administration charge when entering into a DPA. See section seven below for more guidance.

- 4.3 Local authorities must advise the person or their representative, that interest will be applied from day one of the agreement. The 12 week property disregard must be allowed where appropriate. See section 13 below.
- 4.4 The local authority should advise the person of the criteria that is attached to eligibility for the Deferred Payment Scheme.
- 4.5 People wishing to take advantage of the scheme may wish to seek independent financial and legal advice.

5. Deciding not to sell and refusing a DPA

- 5.1 If a person does not want to sell their property and also chooses not to take advantage of the scheme, they should be deemed to be able to pay the full cost of their care and will be invoiced as such.
- 5.2 If they then fail to pay their invoices this will be dealt with via the local authority's debt recovery process.
- 5.3 The person may again seek independent financial advice if they decide not to sell or take advantage of the scheme.

6. Renting out the property

- 6.1 A person may choose to rent out their property (though this will not be mandatory) and any rental income will be included in the financial assessment.
- 6.2 The local authority should have sight of the tenancy agreement. Good practice would suggest that this should as a minimum be a six month assured shorthold tenancy.

7. Interest charges; calculation; fees

- 7.1 The Deferred Payments regulations set the maximum interest rate that can be charged on deferred payments. Local authorities have discretion to charge less than this maximum or to charge no interest at all; but cannot exceed the maximum. This maximum rate is fixed for periods of six months, and changes every 1 January and 1 July.
- 7.2 As the guidance and regulations set out, the maximum interest rate for deferred payments is based on the cost of government borrowing – more formally, the 15-year average gilt yield, as set out by the Office for Budget Responsibility twice a year in their Economic and Fiscal Outlook report. The one that accompanied the previous November 2025 statement is at: [CP 1439 – Office for Budget Responsibility – Economic and fiscal outlook – November 2025](#)
- 7.3 The penultimate row of Table A.3 sets out the gilt yield rate, and the final interest rate is derived by adding the gilt yield rate for the year in which the period starts to the default component (0.15%).
- 7.4 On the basis of the current gilt rates at the time of publishing (as set out in the document linked-to above, for financial year 25/26, this is 4.6%), the interest rate

will be 4.75% (when the default component is added in). This rate is applicable from 1 January 2026.

7.5 Subsequent rates will be dictated by the next fiscal events:

- From 1 July – 31 December 2026, the rate will match the figures published with the 2025 Budget (published March 2026).
- From 1 January – 30 June 2027, the rate will match the figures published with the 2026 Autumn Statement.

7.6 Compound interest will be applied. This will be applied in line with our invoicing terms i.e. four-weekly.

7.7 A charge will be made for setting up a Deferred Payment Agreement in order to cover the following costs:

- (i) costs of postage, printing, scanning and photocopying
- (ii) staff costs;
- (iii) Land Registry fees;
- (iv) Valuation fees
- (v) Land search fees;

7.8 The set up legal fees are currently £700 plus the Land Registry registration fee (sliding scale based on property value ranging from £20 to £250) and any Land Registry search fees (£3 per search). The set up administration fee is currently £528.

7.9 There will be an annual administration charge, currently £420, to cover the ongoing costs of managing the agreement and a termination fee of £300.

8. Types of property ownership

8.1 Legal and Beneficial Owners

A legal owner is the person in whose name the property is held. A beneficial owner is someone who is entitled to the proceeds of the sale of the property. In most cases the legal and beneficial owners will be the same.

8.2 Sole legal and beneficial ownership

This situation arises where a person is both the sole legal and beneficial owner of the property and therefore owns their property outright, with no other owners. This is the most straight-forward case to handle and requires no special treatment.

8.2 Sole legal ownership

This situation arises where a person is registered as the legal owner but holds the property on trust for the beneficial owner. This scenario is usually highlighted by a restriction being entered on the title of the property at the Land Registry. It would be unlikely that a legal charge would be secured against a property in these circumstances as it is unlikely that the beneficial owner would agree to their property being taken as security for the charge.

8.3 Jointly owned property

Where a property is held/owned by more than one legal and beneficial owner (co-ownership) the parties can own the property in one of two ways:

8.3.1 Joint Tenants

- (i) This means that the co-owners have an indivisible share in the property and that all the co-owners are equally entitled to the whole of the property. Upon the death of a co-owner the deceased co-owner cannot leave the property in his/her Will as the whole of the property passes to the remaining co-owners by survivorship.
- (ii) To access the deferred payment scheme all co-owners will have to agree to the charge being placed on the property and will be required to sign and be party to the legal charge.
- (iii) Refusal of a deferred payment agreement does not mean the property cannot be taken into account, it just means the deferred payment scheme cannot be accessed. It is crucial that the person or their representative is made aware of the implications - i.e. that they will still be charged the full cost of their care (if assessed as being able to do so).
- (iv) To support the future claim if non-payment occurs regular invoices will be sent to the person or their representative for the care they have received.

8.3.2 Tenants in Common

- (i) Tenants in Common means that the co-owners are the joint legal owners of the property but that each co-owner holds a distinct beneficial share in the property. It is usual for the details of such beneficial ownership to be contained in a separate agreement (declaration of trust) between the parties. It is also usual for a restriction to be entered against the title at the Land Registry. The right of survivorship does not apply where beneficial interests are held by co-owners as tenants in common and therefore the interest of each co-owner will pass under their will or the intestacy rules upon their death.
- (ii) To access the Deferred Payment Scheme all parties will have to agree to the local authority having a charge on the property and the legal owners will be required to sign and be party to the legal charge.
- (iii) Refusal does not mean the property cannot be taken into account, it just means the deferred payment scheme cannot be accessed. It is crucial that the person or their representative is made aware of the implications i.e. that they will still be charged the full cost of their care (if assessed as being able to do so).
- (iv) To support the future claim if non-payment occurs regular invoices will be sent to the person or their representative for the care they have received.

8.5 Unregistered land - On occasion a property may not be registered with the Land Registry. In order to enter into a deferred payment agreement the property will need

to be registered. This will need to be completed before registration of the legal charge can take place.

8.6 Park Home / Mobile Home where it was the individual's sole or main residence.

9. Mental Capacity Act

9.1 Definition

9.1.1 The Mental Capacity Act 2005 (MCA) applies to care, treatment and support of people aged 16 years and over, in England and Wales, who are unable to make some or all decisions for themselves.

9.1.2 The Act is accompanied by a statutory Code of Practice which explains how the MCA will work on a day to day basis and provides guidance to all those working with, or caring for, people who lack capacity. As the Code has statutory force, all staff who are employed in health and social care are legally required to 'have regard' to the MCA Code of Practice.

9.2 Where a person lacks the ability to enter into a Deferred Payment

9.2.1 This situation might arise where a person is unable to enter into a deferred payment agreement, due to lack of capacity; and there is no one empowered to support them. The good practice recommendation is that their family or a representative, or as a last resort the Local Authority should make application to obtain a Deputyship order to support their best interests being observed.

9.2.2 Whilst this is being obtained the Local Authority will pay the provider and send regular invoices detailing the charges to be paid to the person applying for deputyship. If the deputyship is obtained and the responsible party has not paid we will obtain a court order for the debt outstanding.

9.2.3 It is recommended that a letter of undertaking to pay the care fees is signed by the person applying for the deputyship order.

9.2.4 Confirmation that an application, including an interim order, for Deputyship has been made must be provided.

9.3 Enduring Powers of Attorney (EPA)

9.3.1 These only cover property and affairs, and remain valid as long as they were drawn up before 1st October 2007. No new EPAs can be created since October 2007 when Lasting Powers of Attorney were introduced. Details of the law and policies covering EPAs can be found via the Office of the Public Guardian (OPG).

9.4 Lasting Powers of Attorney

- 9.4.1 People over the age of 18 can formally appoint one or more people as Lasting Powers of Attorney (LPAs) to look after their personal welfare, and/or their property affairs. This allows persons to plan ahead for a time when they may not have capacity to make certain decisions.
- 9.4.2 The person making the LPA is known in legal terms as the donor, and the power they are giving to another person is the Lasting Power of Attorney. The person appointed is then called an attorney. The LPA gives the attorney the authority to make decisions on the donor's behalf. Attorneys acting under an LPA have a legal duty to have regard to the guidance in the Mental Health Act Code of Practice and act in the person's best interests.
- 9.4.3 An LPA must be registered with the Office of the Public Guardian (OPG) before it can be used. An unregistered LPA does not give the attorney any legal powers to make a decision for the donor. The donor can register the LPA while they still have capacity, or the attorney can apply to register the LPA at any time. Staff can check the register if they are unsure about the validity of an LPA. Contact details for the OPG can be found on their website.

9.5 Deputyship

- 9.5.1 A Deputy may be appointed by the Court of Protection when there is no one else who could act on behalf of the person lacking capacity to manage their financial affairs and/ or personal welfare decisions.
- 9.5.2 A Deputy can be a representative for the person or the local authority or a solicitor.

10. Valuation of Property / Securing the DPA

- 10.1 The Care Act 2014 section 34 subsection 4 states that:
“Regulations under subsection (1) may, in particular prohibit a local authority from entering into, or permit it to refuse to enter into a deferred payment agreement unless it obtains adequate security for the payment of the adults deferred amount.”
- 10.2 The Care & Support (Deferred Payments) Regulations 2014 states (regulation 4 paragraph 1a) that a local authority:
must obtain adequate security for the payment of the adults deferred amount... and must pursuant to regulation 4 (paragraphs 1B and 4) obtain the consent of any person who has an interest in the land in respect of which a charge will be obtained and whose interest may prevent it (the local authority) from exercising a power of sale or recovering the deferred amount...
- 10.3 The regulations make clear that “adequate security” means a legal charge against the property which is capable of being registered at the Land Registry. In the case of a Park Home / Mobile Home the original tenancy agreement for the siting of the home and/or the ownership documentation of the home will be deposited with the Council until repayment of the debt that has accrued.

10.4 The purpose of the valuation is initially to establish whether the available equity is greater than the upper capital limit which will make the resident self funding; however the value of the property will also inform the limit on the amount of equity the person can draw. This must be set at:

Value of the person's share in the property, less 10% and less £14,250

10.5 When assessing whether the value of the property is greater than the upper capital limit, an allowance of 10% of the estimated value should be allowed for sale costs to give a net estimated value. (This has already been taken into account in the above calculation of the equity limit). NB when eventually sold the actual costs of sale will be deducted when assessing capital.

10.6 Where appropriate, the valuation will be net of any outstanding loan/mortgage on the property and of any repayment requirements of the property if it was purchased through "Right to Buy".

10.7 It is established best practice that the discount is the minimum percentage of ownership attributed to the person. The value is at current market value and not that of the original purchase.

10.8 The local authority always obtains a first legal mortgage charge to maintain adequate security. If there is an existing mortgage over the property the local authority will obtain the 1st mortgagee's consent for the charge to be registered.

10.9 There are a variety of methods to determine the valuation which can be summarised as follows:

- Local knowledge/newspapers
- Internet sites
- In-house Valuers
- Estate Agents
- Land registry for previous sale price
- DWP who may have valued a property for benefit purposes

10.10 It is good practice to confirm the approximate value that is being taken into account in their financial assessment with the person.

10.11 An updated valuation should be obtained annually, normally on the anniversary of the deferred payment.

10.12 A professional valuer should be asked to provide a current market valuation of the property in all cases of dispute.

11. The Land Search Process

11.1 Ownership enquires will be made at the Land Registry and:

11.1.1 If the response to the enquiry is that the property is registered and in the sole name of the person, the legal agreement process as detailed below will be followed.

11.1.2 If the response is that the property is registered in joint names or there appears to be a trust situation, then further enquiries and information will be gathered and agreement to register a charge must be sought from all parties, to enable entry to the deferred payment scheme.

12. The Legal Agreement

12.1 The person or their legal representative will sign an agreement confirming that they wish to take advantage of the DPS and that all implications have been explained.

12.2 A formal Legal Agreement and Legal Charge will be agreed and completed with the Local Authority's Legal Department.

13. Deferred Payments and the 12 Week Disregard

13.1 If it would be necessary to sell the property immediately to fund the care, i.e. any other available resources are below the upper capital limit (£23,250), then a 12 week property disregard will be automatic and the DPS will be available subject to the appropriate eligibility criteria.

13.2 If there are sufficient resources in excess of the upper capital limit (£23,250), to fund care for any period, no matter how short, access to the DPS can be given at the time that capital reduces to the upper capital limit and it would be necessary to sell the property.

13.3 Persons already in residential care who may need to access local authority funding are not entitled to the 12 week property disregard.

13.4 However, if the request to access local authority support is made due to a sudden and unexpected change the local authority has the discretion to allow a 12 week property disregard. An example where a local authority might consider exercising this discretion might be a person's partner dying suddenly.

13.5 The local authority will ensure that there is a smooth transition where possible to the deferred payment scheme by the 13th week of residential care.

14. Periodic Statement of Accrued Debt

14.1 The person will be informed at regular intervals of the current level of the outstanding debt, this will include a reminder of the rate at which it is growing and given an estimate of the length of time their remaining assets will be sufficient to fund the full cost of their care.

14.2 In times of an economic downturn it is possible that property values will go down, possibly significantly, and this could impact on the self-funding period. Regular valuations of the property should be undertaken it is suggested annually.

15. Re-valuation of Property

- 15.1 This will be carried out annually, preferably at an appropriate time to provide information for the process described in 14 above.
- 15.2 The method of carrying out a re-valuation of the property will be same as that described in section 10 above.

16. Benefits entitlement

- 16.1 As a self-funder the person is likely to be entitled to and should apply for Attendance Allowance or Personal independence Payments. They may already be in receipt of the Disabled Living Allowance (care component).
- 16.2 The person or the representative with authority to act on behalf of the person is responsible for notifying the Department for Work and Pensions of any changes to circumstances.

17. When the Deferred Payment ends (due to depletion of equity)

- 17.1 When the remaining equity value reduces to the lower capital limit the following process should be followed. A re-valuation of the property is required (see previously) though it is more likely that a professional valuation should be considered if this has not been done previously.
- 17.2 A copy of the charging order, or a letter from the authority's legal department acknowledging the authority's interest in the property, is also required.
- 17.3 An account detailing the amount of debt currently accrued against the property will be produced.
- 17.4 Supporting Documents should then be submitted with an Income Support/Pension Credit claim form to the appropriate Benefits Office, either the Local Pensions Service or Jobseeker Plus if a claim is appropriate.
- 17.5 When completing the Income Support/Pension Credit Claim form the final "Comments" box should be annotated with the following wording or similar.
Mr/Mrs (name) is the owner of the property detailed on this form. Although the property is not being actively marketed for sale the value of his/her equity in the property is now [£16,000] and I should be grateful if you would regard this as a valid claim for Income Support/Pension Credit. Evidence is attached that confirms the value of the current equity i.e. a current valuation, a copy of the Charging Order in favour of (name) local authority (or a letter from the legal department of the (name) local Authority) and confirmation of the current debt accrued against the value of the property".
- 17.6 When completing the Pension Credit claim form there is not a capital limit as such, but a similar statement showing the equity value remaining in the property after taking into account the accrued debt to the authority would be necessary.

17.7 As the accrued debt continues to increase it will be necessary to seek a review, by the appropriate Benefits Office, of the level of Income Support/Pension Credit being paid. At these times the Benefits Offices will require verification of the level of debt accrued to date and may, depending on the length of time since the initial claim was submitted and the nature of the property market i.e. whether prices remain static, require a re-valuation of the property

17.8 In the event of an Income Support/Pension Credit claim being rejected on the grounds that the property is not being marketed for sale a request for reconsideration should be made immediately that the refusal of benefit notification is received

18. Increased Personal Expenses Allowance for Property Maintenance/Insurance

18.1 The local authority will require a contribution from income to meet the costs of the person's care (the remaining care fees being the amount deferred); but the person must be left with a prescribed minimum allowance.

18.2 The general personal expenses allowance (PEA) received by every person placed in residential care by the local authority may not be enough to cover the maintenance of the property.

18.3 The costs involved in maintaining the property e.g. insurance and repairs must be met by the person. The Department of Health guidelines and regulations state that an amount of £144 per week should be allowed to be retained by the person towards the upkeep of their property, if they want it. This is called the Disposable Income Allowance and includes the PEA. A person could choose to keep less than this per week, thus reducing the amount being deferred. Any reduction will be agreed as part of the financial assessment process.

18.4 On leaving the deferred payment scheme (or if the deferred payment becomes frozen) the PEA reverts back to the normal figure currently £30.65 per week.

19. Calculation of equity limit

19.1 When identifying what equity the person should have left in their property, it should be noted that the local authority must leave the lower capital threshold currently £14,250 together with 10% of the property value intact in order to defray any costs incurred with the sale or settlement of the estate.

20. Notification on reaching the maximum deferred amount

20.1 When the deferred debt is reaching the maximum amount that can be deferred the regulations state that the local authority must give 30 days' notice. However, good practice would advise that you should do this sooner and it is suggested that 6 months is a more appropriate length of time.

20.2 At this time the local authority should be discussing cost of care with the person, in particular what might happen to any top ups or the need to consider movement to another care home/room if they are unable to make other arrangements.

21. Terminating the deferred payment - sale of property before Death

- 21.1 If the person has placed the property for sale from admission or chooses to sell at a subsequent date the accrued debt must be repaid upon the sale in order to remove the charge.
- 21.2 Sale of the property is one of the agreed reasons for termination of the agreement. This will terminate the Deferred Payment Agreement and the service user will become self-funding. The person must give 30 days' notice in writing of placing the property on the market.
- 21.3 The actual sale price should be used for a final calculation of the debt and if appropriate, to identify when self-funding status ended.

22. Terminating the deferred payment - sale of property after Death

- 22.1 The Executor of the estate will notify the local authority of the death.
- 22.2 Calculating the Debt – the accrued debt should be added to any other outstanding amount due to identify the final debt that is payable.
- 22.3 Lodging a Claim – the Executor of the estate should be notified 14 working days after the death, with the amount of the actual or provisional debt. At this stage it would be reasonable to seek information on the approximate value of the estate to confirm previous financial assessment declarations. It would also be good practice to explain that the debt is due from 90 days after death.
- 22.4 Notifying Final Debt – If it has not already been notified the final debt should be confirmed in writing no later than 4 weeks after death.
- 22.5 Debt Collection – If the debt has not been cleared within 4 weeks of the expiry of the 90 day period a reminder should be sent confirming the rate of growth of the debt and requesting a progress report. If no response is received you the Council will follow normal debt procedures.
- 22.6 Calculating the Interest – The interest rate able to be charged is that as detailed in the Care and Support (Assessment) Regulations 2014. A debt pursued through the County Court procedure may attract a higher rate of interest.

23. Removing the Charge

- 23.1 Upon receipt of sufficient monies to repay the debt, including any interest and deferred administrative fees, the Local Authority's Legal Department will be notified of the receipt of the payment and will be instructed to apply to the Land Registry to remove the Charge at the Land Registry. In the case of a sale, the Solicitors acting in the sale should notify the Local Authority of the anticipated completion date and should confirm details of the completion date once contracts for sale have been exchanged. A final account can then be prepared and passed to the Solicitors, advising them of the amount required and the necessary payment details for the payment to be made. Upon confirmation of receipt of the payment the Legal Department will apply to the Land Registry for the removal of the Legal Charge.

- 23.2 An electronic application is made to the Land Registry for the removal of the charge on form DS1 and is normally processed by the Land Registry within 10 days of receipt.
- 23.3 The Council's Legal Department will confirm removal of the Legal Charge to the person, their representative or their Solicitor upon receipt of Land Registry confirmation.
- 23.4 In the case of a Park Home / Mobile Home the Council's Legal Department will return any documentation that has been held as security upon receipt of the final payment.

24. Continuing Healthcare

- 24.1 The deferred payment cannot cease just because full continuing health care funding is awarded and no funding is due from the local authority. It is good practice to ask for voluntary payments to continue, wherever possible, pointing out that this will reduce the amount of the accrued debt set against the value of the property.
- 24.2 The local authority will continue to charge interest until the debt is cleared.