

Appendix 10



TEMPORARY ACCOMMODATION PLACEMENT POLICY

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1. INTRODUCTION

- 1.1 Redditch Borough Council (The Council) has a statutory duty to provide temporary accommodation (TA) to homeless households who qualify within the criteria set out in Part VI of the Housing Act 1996, Part VII and Section 188 The Relief of Homelessness Duty and Section 193, The Main Homeless Duty.
- 1.2 The Policy also has due regard to current legislation, notably the Homelessness (Suitability of Accommodation) England Order 2012, the Equality Act 2010, Section 11 of the Children Act 2004, and consider recent case law such as Nzolameso v Westminster UKSC (2015), Alibkhiat v Brent (2018) and the London Borough of Waltham Forest & Salem (2019). Alongside any guidance such as the Homelessness Code of Guidance for Local Authorities (MHCLG
- 1.3 Subject to supply, The Council will strive to provide TA within the Redditch district wherever possible, so that households are able to retain their existing local connections. However, in certain circumstances or for specific reasons, such as approaches with sudden or no warning and / or where there has been domestic abuse or other serious risk of harm if the household were to be accommodated in the Borough, it may not be possible. In these circumstances The Council retains the discretion for households to be placed outside of the borough.

2. AIMS AND OBJECTIVES

- 2.1 In the provision and management of TA, The Council aims to:
- 2.2 Ensure that its portfolio of local TA is cost effective, affordable and reflects local and individual needs, procuring sufficient TA to meet assessed and projected demand.
- 2.3 Have a published policy for allocating, placing, and managing TA both within and outside of the Borough, where necessary that has due regard for relevant legislation the safeguarding, welfare and best interests of any household placed in any TA.
- 2.4 Explain and evidence all the factors that have been considered in reaching its decisions, including any impact on the household wellbeing.
- 2.5 Work with other Local Authorities, under Section 208 of the Housing Act 1996 when appropriate.

3. RESPONSIBILITY

3.1 Suitability of Accommodation

- 3.1.1 When placing a household in TA, officers will consider the needs and requirements of each household member, including health, mobility and / or care and support provided by other organisations and agencies.
- 3.1.2 The Council will ensure that all TA it provides will be clean, safe and of suitable quality.

3.2 Affordability

- 3.2.1 The households' financial circumstances will be assessed to consider whether the applicant/s can afford to pay without being deprived of essentials requiring reasonable expenditure, including additional travel costs resulting from the location of the accommodation.
- 3.2.2 This policy should be read in conjunction with the TA Charging Policy.

3.3 Location

- 3.3.1 The Council will always endeavour to accommodate households within the Boroughs geographical boundaries wherever possible, using its own stock of units dispersed around the Borough or, if needed in an emergency, and until a suitable unit of its own stock becomes available, in local bed and breakfast accommodation.
- 3.3.2 The Council will consider employment, education, caring responsibilities, medical and / or support services that are essential to the health and wellbeing of any household member when accommodating households.
- 3.3.3 Outside of the area means geographically located outside of the Redditch Borough, but with the Borough still accessible by public transport if reasonable private modes of transport are unavailable to the Household. This will only be offered when there is no suitable TA accommodation available within the Borough, or if it is more appropriate to place outside of the Boroughs boundaries to facilitate better access to links such as employment, family connection, medical and / or support services, or schooling for example.
- 3.3.4 An assessment will always be undertaken when the household is being matched to any available TA.

3.4 Children

- 3.4.1 Any allocation of TA will have regard to Section 11 of the Children Act 2004, including safeguarding and promoting welfare.

3.5 Pets

- 3.5.1 Pets are not usually accommodated by emergency TA providers. Where households are placed with one of the Councils TA providers, and they accept pets, then the lead Occupier/s will be subject to any policies of the accommodation provider relating to acceptance of pets and assistance animals, and to Section 3.13 of this policy.
- 3.5.2 Where pets are not permitted, then unless there are exceptional circumstances, to be decided by a tier five manager or higher, it will be the responsibility of the household to find and fund alternative accommodation for their pets, for the duration of their stay.
- 3.5.3 The Council does not usually accommodate pets in its own stock of medium-term TA. Where households are placed in one of the Councils medium term TA units, it will be the responsibility of the household to find and fund alternative accommodation for their pets, for the duration of their stay.

3.6 Risk

- 3.6.1 The Council will always consider the risk posed by all individuals in a household being placed in TA. Where there is a high risk, for example of the household to others, the placement is subject to the provider of the TA acceptance of risk. Providers can and may refuse to accept anyone who is a high risk to others, and it therefore may not be possible place in TA within, or close to the borough.

3.7 Prioritisation

- 3.7.1 While the Council endeavours to appropriately place all households requiring TA within the Borough within the resources available, it may not be possible, particularly in an emergency. In this event, relevant facts regarding the households' circumstances will be gathered by relevant Officers during their enquiries at the time of approach, and an assessment against this Policy will be made to facilitate prioritisation of households requiring in Borough TA.
- 3.7.2 During the assessment, if the household meets one or more of the criteria set out in Section 3.8, they will receive priority for an in-borough placement of suitable TA. However, meeting the criteria does not guarantee any household, whether in priority need or not, an in-borough placement, it is subject to suitability and availability. However, if they are placed out of borough, it will be as close as practicably possible, given availability on the day and a suitable in borough placement will be offered as soon as a suitable placement becomes available.

3.8 **Area Placement policy**

3.8.1 Priority for an in-borough placement of TA requires the household meets one or more of the following criteria:

- 1) Households with one or more children in their final year of secondary school with exams to be taken within six months.
- 2) Households with one or more children with a statement of special educational needs, who is receiving educational support within the borough and where a change of circumstances would cause severe detriment.
- 3) Households with significant medical or learning disability and where a child attends a local special educational needs school.
- 4) Households where one or more persons is in permanent and settled employment in the borough.
- 5) Households who have a longstanding arrangement to provide care and support to another family member in the borough and that person would be likely to suffer severe detriment or require alternative statutory health and social care support if that care ceased and there are no other suitable alternatives or relatives willing or able to provide that care.

3.8.2 The list 1-5 is not exhaustive, and the Council will consider other exceptional circumstances upon presentation of required evidence to support an in-borough placement, including the likely time to be spent in the accommodation.

3.8.3 If TA cannot be found as close as possible to their school or workplace, the Council will endeavour to place where public transport can be accessed, if needed, until such time as a suitable in-borough placement can be found.

3.8.4 Households will be given sufficient information about the out of borough area, and time to enable them to decide on an out of borough offer, when no in borough accommodation is available.

3.8.5 Where more than one household requires TA and meets the above criteria for in borough prioritisation, but there are insufficient placements, to further prioritise, further consideration will be given both individually and cumulatively to:

- Personal Housing Plan (PHP) & subsequent reviews
- Level of welfare and safeguarding needs of any children in the household
- Level of educational need
- Identified risks posed by living in any area.
- Permanence / flexibility of employment
- Access to transport
- Level of need to be close to key services, support networks, cultural and religious amenities, family requiring care.
- Affordability
- Impact of relocation

3.9 Relief of homelessness

- 3.9.1 Homeless applicants housed under S. 188 The Housing Act 1996 (Relief of Homelessness Duty) (The Act), may initially be placed in emergency TA, such as a Bed and Breakfast, and then short-term self-contained accommodation, while enquiries are made into the Council owing main homelessness duty under Section 193 of The Act.
- 3.9.2 Only one offer of suitable TA, under S. 188 or S. 193 of The Act will be made, and the applicant will be asked to accept it. There is no obligation on the council to enable applicants to view the accommodation before accepting any TA, providing it provides the applicant with all the information they need to decide.
- 3.9.3 If the offer of TA is rejected, then in all cases, the reasons for refusal will be required. The Council will consider the reasons and undertake further enquiries as necessary. If the refusal is deemed reasonable then the offer will be withdrawn, and only one further offer made.
- 3.9.4 If the applicant refuses all offers of TA, then the homelessness duties under The Act will be discharged and there will be no further offers of TA, or, if the household are already residing TA, they will be formally asked to leave within seven days of receiving their formal decision letter, and no further assistance will be provided.

3.10 Moving & Storage of goods.

- 3.10.1 This section should be read in conjunction with the TA Charging Policy.
- 3.10.2 Under Section 211 of the Housing Act 1996, The Council has a duty to protect an applicant's moveable property, for example, furniture, personal belongings, and other household goods, if all the three criteria apply:
1. There is a reason to believe that the applicant is homeless, and the applicant is someone who has been provided with interim/temporary accommodation pending inquiries, or will imminently need to be provided with interim accommodation; and
 2. There is a reason to believe that there is a likelihood of loss or damage to that moveable property because of the applicant's inability to deal with it, and
 3. No other suitable arrangements have been or are being made.
- 3.10.3 Where the Council does not have any duty to accommodate an applicant and/ or protect personal property, in exceptional cases, for example, because the applicant is extremely vulnerable and / or unable to physically and / or financially protect or deal with their property themselves in the circumstances, it can use its discretion to take any reasonable steps to protect the applicant's property. Any discretionary decision will be taken by a Tier Five Manager or higher, on consideration and assessment of the full facts of each case.

- 3.10.4 In any case, before any decision is made around storage duties, a full assessment of whether the applicant has any other means of protecting their belongings themselves, and a full income and expenditure assessment will be completed, to establish if the applicant has means to pay the full charge, or will require a contribution towards the costs, from the Council.
- 3.10.5 The contractual arrangement for moving and storage of goods, is directly between the applicant and the supplier / provider. The Council will never commit to contributing towards storage costs without confirmation of a contract existing between the applicant and supplier. The Council will always pay any contribution direct to the applicant, who is responsible for paying the total charges to the provider.
- 3.10.6 The duty or discretionary decision to protect an applicant's property ceases when the Council is satisfied there is no longer any likelihood of loss, or damage to it, normally upon securing accommodation where the applicant can receive their possessions.
- 3.10.7 Notwithstanding section 3.5.5, the duty to protect/store property can be ended at any time before an applicant has been re-housed, if the Council is satisfied that there is no longer a danger of loss or damage to an applicant's property, for example apply where the applicant had:
- Recovered from illness and was no longer considered to be so vulnerable that they were unable to protect their property through their own means.
 - Had moved from emergency accommodation, such as a bed and breakfast or hostel, and been placed into larger self-contained TA.
 - Found somewhere else to put the property.
 - Financial circumstances change, which enables payment of full storage costs and protection of their property by their own means.
- 3.10.8 Where any decision is made to end storage arrangements, the applicant will always be formally notified, that the duty, or discretionary decision to protect their property, is coming to an end.
- 3.10.9 The cost of transporting goods from storage to an address of the applicant's choice remains the applicant's responsibility, however financial assistance may be offered at the discretion of a relevant Tier Five Manager.

3.11 **Tenure**

- 3.11.1 All households placed in either emergency or short-term TA will be required to sign a relevant legal license agreement before they are able to occupy the accommodation. The agreement sets out the particulars and terms of occupancy for the Household, including charges for occupation, how to pay them, conduct and behaviour, and what enforcement action will be taken should the terms of the license agreement be broken.

3.12 Support and sustainment

- 3.12.1 The Council will ensure that a range of practical and emotional support is provided, including tenancy ready services, whilst the household occupies any TA. The support will be relevant and appropriate for individual households needs and circumstances, but as a minimum will consist at least of advice and support with income maximisation and liability prioritisation and payments and will usually result in a support plan upon discharge into secure accommodation of any tenure.

3.13 Arrears and debts

- 3.13.1 Arrears and debts to the Council in respect of TA costs, will be managed in accordance with the TA Charging Policy, which should be read in conjunction with this policy.

3.14 Damages, Crime and Anti-Social Behaviour (ASB)

- 3.14.1 Occupants are responsible for both their and their households' action and behaviour, and that of any visitors and pets, where they are permitted on the premises.
- 3.14.2 Placement in emergency bed and breakfast TA, is subject to the individual providers policies on incidents of crime and ASB happening on their premises, or damages caused to it by the household whilst in occupation.
- 3.14.3 Providers of emergency TA can ask The Council to end placements for households who are in breach of their policies on criminal activity, anti-social behaviour and conduct at any time. They may also recharge The Council for any damage caused to their property by the household.
- 3.14.4 If a provider asks The Council to end a placement in any or all these circumstances, then it will do so unequivocally. Similarly, if consideration is being given to ending the placement of a household in a unit of short-term accommodation owned by The Council on these same grounds, then before deciding on the next steps under The Housing Act 1996, it will, on a case-by-case basis, liaise with any TA provider, police, and any other relevant agencies and partners as necessary, before making a decision. Ultimately, any decision to end any license agreement will be made by a tier five service manager or higher.
- 3.14.5 Once it is decided to end license agreement, the appropriate legal notice will be served, and relevant procedure/s followed for recovering possession. Any costs incurred in regaining possession or remedying any damages caused on any premises will always be recharged to the lead occupant/s and debts managed in accordance with the TA Charging Policy and Housing Revenue Management Policy if this becomes applicable.

4 REVIEW OF DECISIONS AND COMPLAINTS

- 4.1 A separate process exists for any decisions made under Part VI and VII of the Housing Act 1996 and where the licensee is requesting a statutory review of a decision, for example, but not limited to, affordability or suitability of accommodation. For these processes, it is not possible to make a formal complaint.
- 4.2 There is no right of appeal against the suitability of accommodation offered to applicants under S 188, although applicants can apply for judicial review.
- 4.3 For applicants whom the Council has accepted a rehousing duty under S 193, there is a right to request a review of the suitability decision, pursuant to S 202 of The Act.
- 4.4 Where the Council has accepted a S 193 duty to the applicant and they subsequently refuse a suitable offer and submit a request for review, the Council will consider whether to exercise its power to provide TA pending the outcome of the review. Each case will be considered on an individual basis, on its merits.
- 4.5 Where a licensee is not satisfied with any other matter such as standard of service, actions, or lack of actions by or conduct Council officers or its partners or contractors, then a complaint can be made.
- 4.6 This section should be read in accordance with the Housing Services Complaints and Enquiries Standard and both requests for reviews and complaints can be made by writing to:

**Housing Services Review and Improvement
Redditch Borough Council
Town Hall
Walter Stranz Square
Redditch
B98 8AH**

Or emailing:

housingreviewsandcomplaints@bromsgroveandredditch.gov.uk

5. PERFORMANCE & REPORTING

- 5.1 Stretching targets for key areas of this policy will be set annually to monitor performance against target. Performance will be reported in line with legislation or as directed corporately.

6. EQUALITY

- 6.1 The Council promotes equal opportunities in the services it provides. Our aim is to implement and maintain services which ensure that no resident is treated less favourably on the grounds of gender, being or becoming a transsexual person, being married or in a civil partnership, religion, belief or lack of religion or belief, race, nationality, ethnic or national origin, colour, disability, age, being pregnant or having children or sexual orientation nor is disadvantaged by the application of a rule, condition, or requirement, which has a discriminatory effect which cannot be justified by law.

7. LEGISLATION AND GUIDANCE

- Homelessness (Suitability of Accommodation) England Order 2012
- Section 11 of the Children Act 2004
- The Housing Act 1996
- Equalities Act 2010

8. RELATED POLICIES AND PROCEDURES

- TA Charging Policy
- Housing Revenue Management Policy
- Housing Services Complaints and Enquiries Standard
- Void Lettable Standard