



**Milton Keynes Council**

**Specification for the Provision of a Nightly Lets Service**

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## 1. Introduction

1.1 All Local Authorities have a statutory duty under the Housing Act 1996 Part VII, (as amended by the Homelessness Act 2002) where appropriate, to provide interim emergency temporary accommodation for homeless applicants pending investigations into their application. Local Authorities also have additional statutory powers to provide help and assistance to other categories of people. Often this requires Local Authorities to provide accommodation to some of the most vulnerable members of the community, including for example people with mental health issues, physical disabilities and learning disabilities.

Milton Keynes Council will provide an online portal to procure both shared and self-contained accommodation on an ad hoc basis on behalf of homeless households and others to whom it has powers to assist in accordance with the procedure outlined below.

1.2 This schedule therefore sets out the Specification for the provision of nightly let accommodation to the Council.

## 1.3 Definitions

The following definitions and rules of interpretation apply in this document:

**DPS:** shall mean the dynamic purchasing system otherwise referred to as [adamhousing.co.uk](http://adamhousing.co.uk) being the procurement system made available to MKC by the technology provider *adam* HTT Ltd (or any other website notified by the technology provider to MKC from time to time)

**Host Borough:** shall mean the Borough in which the accommodation is located

**MKC/The Council** shall mean Milton Keynes Council

**Non-Self-Contained Accommodation** shall mean any accommodation where any of the following amenities are shared by more than one household: toilet; bathroom; kitchen

**Property** shall mean a unit of nightly let accommodation, whether or not self-contained, offered by the Provider to the Council.

**Provider** shall mean the person or organisation that supplies the Property

**Self-Contained Accommodation** shall mean where the Service User is not required to share any of the following facilities with another household: toilet; bathroom; kitchen.

**Service User** shall mean either a homelessness applicant or other person to whom MKC assist with accommodation pursuant to either a statutory power or obligation

**S&A** shall mean the supply and acquisitions team responsible in MKC for providing alternative housing solutions to homeless households including those households whose homeless applications are being assessed.

**Minimum Property Standards** are the standards that all accommodation shall meet as specified within this schedule.

- 1.3 The Appendices form part of document and shall have effect as if set out in full in the body of this document. Any reference to this document includes the Appendices.
- 1.4 Unless the context otherwise requires, references to clauses and Appendices are to the clauses and Appendices of this document and references to paragraphs are to paragraphs of the relevant Appendix.
- 1.5 Clause, Appendix and paragraph headings shall not affect the interpretation of this document.
- 1.6 A person includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.7 Unless the context otherwise requires, a reference to one gender shall include a reference to the other genders.
- 1.8 Any obligation on the Provider not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.9 Unless the context otherwise requires, any words following the terms including, include, in particular, for example or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.10 A reference to writing or written excludes fax and email.
- 1.11 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.12 A working day is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.13 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time under them and all orders, notices, codes of practice and guidance made under them.
- 1.14 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.

2. **Property Standards**

2.1 Minimum property standards for all Properties are set out at *Appendix 1*. Guidance properties that are classed as Houses in Multiple Occupation can be found at <https://www.milton-keynes.gov.uk/housing/private-housing-and-landlords/houses-in-multiple-occupation>

2.2 Providers will be required to self-certificate that the minimum standard is met before they shall be accepted by S&A for use as Nightly Let Accommodation. MKC will carry out separate assessments of all non-self-contained temporary accommodation but in the interim, if Providers are unsure about whether a particular property is suitable for use as Nightly Let Accommodation, they shall consult S&A before making the accommodation available through the DPS for use by MKC.

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2.3 In addition to the above, all Nightly Let Accommodation shall comply fully with all relevant legislation and regulations including, but not limited to planning regulations, building control regulations, furniture safety regulations, and health and safety law,

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3. **Property Documentation**

3.1 **Property file**

The Provider shall keep a property file (the "Property File") for each Property which shall contain the following information regarding that property:

- Gas safety certificate
- Electrical safety certificate
- Energy Performance Certificate
- Other residential safety information as applicable, such as asbestos survey, legionella assessment, thorough examination certificates for any lifts and fire risk assessment
- Manuals for appliances/white goods
- Instructions for meters and readings
- Contact details for repairs

All this information will be required to be uploaded to DPS at the point the Property is made available for use, as directed within the DPS.

3.2 **Gas and Electrical Safety Reports, Energy Performance Certificates (EPC) and Fire Risk Assessments (FRA)**

Every Property offered shall have a current gas safety certificate and current electrical safety certificate which shall be without recommendations for any further work being required.

Every Property shall have an Energy Performance Certificate (EPC) for which it is a legal requirement to have a minimum rating of E.

Every Property offered which has shared communal areas (e.g. staircase, landing) shall have a recent Fire Risk Assessment (FRA) with no outstanding urgent recommendations for works.

All certificates must be signed by an appropriate competent professional affiliated to the relevant organisation. Copies of these certificates shall be uploaded to the DPS.

### 3.3 **Building Regulations Certificate**

An appropriate building regulations certificate shall be obtained from the Host Borough for any work that that has been done to the Property that requires Building Regulations certification. This certificate shall be placed in the Property File and shall be made available on request to S&A.

### 3.4 **Securing of Accommodation Letter**

Where the Provider agrees to provide a Property to a Service User the Provider shall give an offer of accommodation letter (the **Offer of Accommodation Letter**). Copies of all such Letters shall be provided upon request by S&A.

## 4. **Property Preparation for Letting**

Before any Property is offered for use by the Council, the Provider shall ensure that the Property is fully ready for use. This shall include:

- The Property complying with all the Minimum Property Standards as set out in Appendix 1, together with any additional requirements for that Property as specified by S&A at S&A's absolute discretion;
- The Property being in good repair with no outstanding repairs being required;
- The Property being in a clean state throughout;
- All utilities being in good working order with meters in credit, where appropriate;
- Where required there being a sufficient number of beds to meet the Service User's needs;
- All appliances being in good working order;
- Refuse disposal arrangements being in place together with arrangements being made to explain them to the Service User; and
- A photographic record being made and kept of the Property at check in. This record shall be placed on the Property File and uploaded to the DPS.

## 5. **Property Availability and Letting**

- 5.1 The process of making a Property available to the Council will be as advised by the Council. Providers shall use the DPS technology provided by *adam* HTT Limited to inform the Council of details of Properties being made available to S&A. This shall include the full address and postcode of the Properties concerned. S&A will specify, from time to time, the format as well as detailing the frequency and specific means of communication required.

5.2 The details shall clearly identify the Property and all its attributes including proposed nightly costs in particular pursuant to the Agreement, together with the Provider's name, address and contact details.

5.3 **Bookings**

If S&A requires a Property that has been offered by a Provider, S&A will contact the Provider by e-mailing a completed Booking Form ("**Booking Form**") as set out at Appendix 2 including Service User details) to the Provider. This will:

- Relay any necessary/relevant information to the Provider
- Provide the Service User's contact details such as a mobile phone number and
- Confirm arrangements for the Provider to release the key safe pin number on completion of the licence agreement and for the Service User to collect the keys from the key safe at the Property.

5.4 **Cancellation / Variation**

S&A shall attempt to give Providers as much notice of cancellation as is practicable, however, in some circumstances it will be appropriate to cancel a booking with immediate effect. S&A shall email as appropriate the following:

- Email Subject: Cancellation of NLA – Tenant Name - Property Address
- Our Ref:
- Applicant Name:
- Property Address:
- Cancellation Date (Last Night):
- Reason:
- Last Night:
- Main Duty Owed: Y/N

5.9 **Where the Council owes the Main Homelessness Duty**

The Provider should seek legal advice before attempting to obtain possession of the property. Failure to do so may expose the Provider to the risk of carrying out an illegal eviction, which is a criminal offence.

5.10 Once a booking has been cancelled the Council's involvement with the case shall cease, unless it is reinstated using the booking procedure set out above.

- S&A will telephone the Provider if there are any specific problems or additional information that needs to be relayed to the Provider.
- Payment shall cease from the date of the cancellation.



- The Provider shall contact S&A for any clarification that is required.
- When a Service User vacates a Property, the Provider shall notify S&A immediately on receipt of the keys.

5.11 If the Service User concerned fails to vacate the Property, then the Provider shall follow the proper legal process to gain possession. Under no circumstances shall the Provider use any illegal means to evict the Service User. All responsibility for evicting the Service User shall lie entirely with the Provider.

**5.12 The Checking of a Service User into a Property**

The following arrangements shall apply:

Upon receiving a Booking Form from S&A, the Provider shall make arrangements for the Service User to collect the keys from the key safe at the property.

The Provider shall make the Service User familiar with all necessary aspects of the Property including appliances, utilities information, the location and operation of cut-off switches and the stopcock and copies of relevant safety information

**5.13 Service User Information**

The Provider shall provide the Service User with a Welcome Pack containing, as a minimum, information which will help to make the Service User's stay in the Property a problem free experience for both the Service User and the Provider including:

- Name and address of the Provider;
- A named contact person, who is a representative of the Provider, including 24-hour emergency telephone contact numbers;
- Office opening hours;
- Repairs reporting procedure;
- Repairs priority details;
- Complaints Procedure details;
- Fire emergency details;
- Useful local telephone numbers;
- Council telephone number;
- Refuse storage and collection day;
- Details about leaving the Property;
- Details of utility meter charging;
- Instructions on how to operate the heating and hot water system; and
- Any additional information the Provider feels would be useful to the Service User.

## 6 Repairs

- 6.1 The Provider should have a repairs procedure incorporating the following requirements:
- 6.2 Repairs shall be prioritised in accordance with the repairs' priority list set out at the Repairs Priority List (Appendix 4).
- 6.3 **Priority A (Emergency) Repairs:**
- Priority A Repairs (as defined in the Repairs Priority List at Appendix 4) shall be made safe within 2 hours and completed within 24 hours.
  - Procedures shall be put in place by the Provider to carry out Priority A Repairs that may occur outside normal working hours, on weekends or on public holidays.
  - If an emergency arises outside normal working hours the Provider shall ensure that appropriate repairs are carried out in line with health and safety standards.
- 6.4 **Priority B Repairs:**
- Priority B Repairs (as defined in the Repairs Priority List at Appendix 4) shall be completed within 5 working days.
- 6.5 **Priority C Repairs:**
- Priority C Repairs (as defined in the Repairs Priority List at Appendix 4) shall be completed within 28 working days
- 6.6 Providers shall ensure that works are done within the required timescales set out above and have appropriate default repair arrangements where there is a risk of failing to meet their repairing obligations.
- 6.7 In the event that Priority A repairs are not completed within the required timescale and they are serious enough to prevent the Service User enjoying full amenity of the accommodation, the Provider will liaise with S&A and will supply an alternative unit of accommodation that is suitable and meets the Council's standards.
- 6.8 Should the provider fail to carry out the required repairs or provide alternative suitable accommodation for Priority A repairs; in these circumstances the rent payable to the Provider will be suspended from the scheduled date for completion until completion, or in the event that the accommodation is considered uninhabitable, from the date that the repair was reported until MKC are able to find alternative accommodation.
- 6.09 Providers are responsible for ensuring that repairs and maintenance to Properties are carried out within the requisite time scales. They should operate an effective, 24 hours a day repairs reporting service for Service Users, 365 days a year.
- 6.10 Repairs shall be:
- carried out quickly and to a high standard which minimises inconvenience to Service Users.
  - [allocated](#) a reference number which shall be given to the Service User
  -

6.11 Service Users shall be:

- informed fully of the repairs reporting procedure and repairs priorities in the information provided to them on induction.
- informed fully about the timescale for any work scheduled, including an expected completion date.
- told when the repairs will be carried out and if more than one call is required,
- given appointment times for all repair calls
- given as full a timetable and explanation as possible,
- informed of any delays and given new appointment times,

6.12 Provider employees shall carry a photo identification badge issued by the provider. Providers and their employees shall never enter the Property when a child is home alone without an adult being present.

6.14 The Provider shall contact the Service User after the completion of each and every repair to confirm that the work has been completed to the satisfaction of the Service User. A note of every contact shall be placed on the Service User's file. If the repair has not been completed to the Service User's satisfaction, the Provider shall make appropriate arrangements to do this and/or note on the file where the Provider does not agree with the Service User's view.

6.15 Providers may charge Service Users for the cost of repairs caused by Service User damage (i.e. not by normal wear and tear) however they shall still undertake repairs in such circumstances. If damage by vandals has been reported to the police and there is no evidence to suggest that the damage was caused by the Service User, their family or a visitor to their home, the Provider shall accept responsibility for the repairs once they have been given the crime reference number issued by the police.

## **7 Complaints**

### **7.1 Occupant Misbehaviour**

Where a complaint is made about a Service User's behaviour, the behaviour of a member of the Service User's household or a visitor to the Service User's property, the Provider shall follow the process set out below.

7.2 Once a complaint has been received, the Provider shall investigate the circumstances and establish the facts. The investigation shall include an interview with the Service User and, if possible, the complainant. This shall allow both parties an opportunity to discuss the complaint and to offer any explanations for the subject of the complaint. A written record shall be kept of the interview and kept on the Service User's file along with any supporting evidence relating to the complaint.

7.3 If the complaint is upheld, the Provider shall inform S&A in writing. S&A will decide on the appropriate action to be taken against the Service User in respect of the homelessness duty owed to the service user.

7.4 **Complaints Procedure**

Providers shall have a Complaints Procedure that must be made available to Service Users. A Model Complaints Procedure is set out at Appendix 6.

7.5 Complaints Procedures shall provide for:

- The logging of every complaint;
- The acknowledgement of receipt of a complaint in writing together with a copy of the Provider's Complaints Procedure;
- The intended action by the Provider;
- The name of the designated person to deal with complaints on behalf of the Provider;
- The date for completion, response, or explanation;
- The Council being informed of complaints if they show any persistent pattern of behaviour; and
- Complaints being monitored, analysed and reported periodically to the Council.

7.6 The first point of contact for Service Users shall normally be the Provider, who shall be given a reasonable opportunity to resolve the complaint before the Council becomes involved.

7.7 The complaint shall be dealt with in accordance with the approved Complaints Procedure of the Provider.

7.8 If a Service User considers that their complaint has not been dealt with satisfactorily by the Provider, the Service User may approach S&A. Providers shall fully cooperate with any consequent complaint investigation carried out by the Council. Providers shall be aware that if a Service User is unhappy with the Council's investigation of a complaint, they have a subsequent right to appeal to the Local Government Ombudsman. The Provider shall cooperate fully with any investigation by the Ombudsman.

8 **Occupancy**

8.1 **Occupancy Check**

The Provider shall ensure that the Property remains occupied by the Service User for the entire duration of the booking.

8.2 The Provider shall carry out a monthly property inspection and occupancy check.

8.3 **No Occupation / Unauthorised Occupation**

Only individuals whose details are included on the Booking Form or otherwise advised by S&A shall be entitled to be in occupation of the Property.

8.4 Any absences from the Property by any member of the Service User's household for whom the Property is made available, other than in pursuance of daily routine or living, shall be recorded and reported to S&A immediately.

8.5 Any unauthorised individual found to be residing in the Property shall be asked to leave immediately and S&A informed of any such unauthorised occupation.

8.6 S&A will contact the Service User concerned to discuss non-occupation or unauthorised occupation with the Service User.

8.7 S&A will give the Service User an appropriate written warning. Persistent breaches may lead to the Council discharging its duty and cancelling the booking.

#### 8.8 **Entering a Property**

The Provider should not enter the property for any reason, while the property is occupied without prior agreement of the Service User.

- Where the Provider needs to enter the Property to carry out an occupancy check, inspect the property or carry out repairs for example at least **three days' notice** should be provided to the Service User in writing.
- In **urgent cases** the Provider shall give the service user **24 hours' notice** in writing.
- In the case of an **emergency** likely to cause personal injury or imminent damage to property, the Provider may enter the Property **without notice**

Respect for the Service User's privacy and belongings shall be paramount during this procedure and in all dealings with the Service User.

### 9 **Vacating a Property**

#### 9.1 **Belongings Left in the Property when vacated**

The Provider shall inform the Service User of timescales for collection of belongings left at the property following the Service User vacating the property and that any belongings not collected within the stated timescales will be disposed of in an appropriate manner.

### 10 **Incident Recording/Reporting to the Council**

10.1 All incidents:

- relating to a Property shall be recorded.
- involving a Service User shall be recorded.

10.2 All minor incidents shall be recorded and dealt with by the Provider.

10.3 All major incidents (10.8) or breaches of the Confirmation of Booking Form (Appendix 2) shall be reported to S&A.

#### 10.4 **Working with Challenging Service Users**

##### 10.5 **Challenging Service Users**

Service Users can sometimes be challenging and time consuming to work with. This is understandable given their experience of homelessness. This may leave the Service Users concerned feeling uncertain, frustrated, angry, confused and vulnerable. It is important that the Provider understands the situation and provides appropriate training for their employees to deal with such Service Users. This should help the Provider to deal appropriately with such Service Users and their problems and reduce the risk of any health and safety issues arising.

##### 10.6 **Steps in Dealing with Difficult Situations and Challenging Service Users**

The Provider shall always seek to resolve the situation quickly and satisfactorily with a minimum of fuss or delay.

## 10.7 Minor Incidents

The following steps should be taken:

- Log all incidents;
- Attempt to resolve the situation at the time of the incident;
- Remind the Service User of the rules of occupation and the Service User's responsibilities (This will have been outlined and presented to the Service User in the Welcome Pack);
- Give a verbal warning where appropriate;
- Repeat incidents should be followed by a written warning to the Service User

## 10.8 Major Incidents

Major incidents involve cases where the Provider or Service employees or other residents are exposed to violence or the threat of violence in carrying out their duties.

The following steps shall be taken by the Provider:

- Record the incident as quickly and as fully as possible while it is still fresh;
- Inform the Homelessness Prevention Team [Homeless.Enquiries@Milton-keynes.gov.uk](mailto:Homeless.Enquiries@Milton-keynes.gov.uk) immediately or as soon as contactable and forward a report of the incident within 24 hours or on the next working day;
- Report serious incidents to the Police;
- Provide appropriate training to Service employees to enable them to deal with such situations; and

10.9 Following an incident the Provider shall contact the MKC Housing Solutions Team to agree a suitable course of action and not unilaterally cancel bookings or evict Service Users. If in doubt whether an incident is major or minor the Housing Solutions Team should be contacted for advice.

## 11 Harassment and Domestic Abuse

11.1 The Provider shall deal with reports of harassment or domestic abuse proactively and as a high priority (*Appendix 7*). All Service Users reporting harassment or domestic abuse shall be encouraged to report it to the police and to record the crime reference number and seek support from an appropriate agency. The Housing Solutions Team should be contacted to advise an appropriate course of action. If a Service User has fled abuse, Providers shall take great care not to give any information relating to the Service User's current whereabouts to the alleged perpetrator. If a crime has been committed, victims shall be encouraged. Victims shall also be encouraged to gather as much evidence of the harassment as possible, for example by keeping incident diaries recording the time and date of any occurrences.

11.2 If a Provider considers that a Service User is in danger should they remain at the current address, a transfer request shall be made and shall be considered by S&A as a matter of urgency.

## 12 Child Protection

### 12.1 Young Children

Many Service Users have young children in their household, so it is important that Providers carefully consider child protection issues. The purpose of the Protection of Children Act 1999 is to enhance the protection of children. Every organisation that encounters children and their families need to be aware of its role in the protection of children.

## 12.2 Duty to Report Concerns

If a Provider has concerns for a child's welfare, they shall report them immediately to the Multi Agency Safeguarding Hub (MASH)  
Tel: 01908 253169 or 253170  
e-mail: [children@milton-keynes.gov.uk](mailto:children@milton-keynes.gov.uk)

MASH includes representatives from the Provider's Children's Social Care, Adult Social Care, Early Intervention, Community Health, Housing and Education teams as well as Probation and Youth Offending Teams and Thames Valley Police. Each team will check what information they hold about the child and family to make a decision together about which team should respond to the Provider's worries.

## 12.3 Child abuse

Child abuse includes physical abuse, sexual abuse, emotional abuse and neglect. Examples of causes for concern include children under 14 being left at home on their own, children not receiving an appropriate education, children suffering repeated, untreated episodic illnesses or injuries and children who appear dirty, unkempt, under-nourished or unusually timid and withdrawn. Cause for concern could also be indicated by antisocial or inappropriate behaviour

## 12.4 Home Alone

If Service employees come across a young child left at home on their own, in the course of inspections or repairs works, they shall not attempt to enter the Property. The only exception to this rule would be if the child were in danger of harm such as a fire in the Property. The Provider shall immediately contact the statutory authorities and the police to report the child being at home alone. It may also be appropriate to try and establish the whereabouts of the child's parents.

12.5 Set out at Appendix 8 are the Child Protection Risk Indicators that set out signs that a child may be at risk. Providers may also be asked for information to help the statutory authorities in evaluating and investigating a case. Set out at Appendix 9 is a Child Protection Checklist which indicates the type of information that Providers may be asked to provide.

## 13 Staffing Issues

### 13.1 Staff Training

Providers shall ensure that their service employees are adequately trained to enable them to carry out their duties efficiently. Training shall be delivered by both internal and external organisations as appropriate. Training shall be an integral and ongoing part of the personal and professional development of the service employees, in areas such as housing management.

13.2 Providers shall keep a record of their training plans and training undertaken by the service employees which shall be made available to S&A on request.

13.3 S&A may from time to time identify issues in which the service employees who have contact with Service Users placed by the Council shall be properly trained. When this happens, S&A shall make relevant information available to Providers to enable them to organise training for the service employees. S&A reserves the right to organise and provide training for Providers

and the service employees. Attendance at such training shall be mandatory, in the absolute discretion of S&A.

## **14 Performance Reporting and Monitoring**

### **14.1 Quarterly Performance Report**

Each Provider shall submit a Quarterly Performance Report to MKC, in a form prescribed by S&A (the Quarterly Performance Report). Completed reports shall be submitted to S&A at the end of each of the quarters of the financial year (i.e. Quarter 1 April to June, Quarter 2 July to September, Quarter 3 October to December, Quarter 4 January to March). *Appendix 13* contains the model template for Quarterly Performance Reporting setting out how this information shall be presented. The model template may be changed from time to time by S&A following consultation with the Provider. In any case of dispute, the decision of S&A shall be final.

### **14.2 Property Profile Audit**

S&A team will carry out a percentage of property inspections annually to ensure quality and compliance is met. These inspections will be discussed at the annual performance meeting review.

### **14.3 Performance Review Meetings**

Annual performance review meetings shall be held between S&A and the Provider (the Performance Review Meetings). The standing agenda items each meeting shall be the Quarterly Performance Report, the Property Profile Audit, Anti-Social behaviour incidents and any performance failure S&A deems to have arisen during the period or which need to be brought forward from previous reviews. Further items shall be added to the agenda at the request of either party.

A Model Performance Review Meeting Agenda is attached at *Appendix 14*. This may be altered following consultation with the Provider in the absolute discretion of S&A.

### **14.4 Performance Failure**

The Council will deal with performance failure at the Performance Review Meeting where any matter relevant to the Agreement shall be raised by either party, and/or under the provisions of the MKC Supplier Agreement Terms & Conditions

## **15 Utility Costs**

The Service User shall be liable for the payment of council tax, gas and electricity fuel bills, whilst in occupation where this is agreed at the time of booking. At all other times the Provider will be responsible for any such payments. In no circumstance shall the Council be liable for such bills



**16 Pets**

**16.1 Pets in Self-Contained Accommodation**

The Council shall require Providers to ensure that Service Users are able to have pets in their Properties wherever practicable. Consent to the keeping of pets shall not be unreasonably withheld. If the Provider deems that a Property is unsuitable for pets this shall be brought to the attention of S&A prior to the Property being accepted for the Scheme. S&A shall have the right to reject the Property in his absolute discretion.

16.2 Service Users are responsible for their pets and liable for any damage caused by them. If a pet is damaging a Property or creating a nuisance then the Provider shall interview the Service User and warn them to control their pet. Subsequent incidents may result in possession proceedings on the basis of nuisance.

**Pets in non-Self-Contained Accommodation**

16.3 Pets are not permitted in non-self-contained accommodation.

MKC [April 2021](#)

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## APPENDIX 1

### TEMPORARY ACCOMMODATION NIGHTLY LETS MINIMUM STANDARD

#### 1 Introduction

Milton Keynes Council is committed to ensuring Service Users live in a property that is warm, safe and in good condition. The minimum standards shall apply to all properties and services supplied by the Provider.

This is intended as general guidance and all Providers should be up to date regarding legal requirements and government guidance in relation to providing accommodation.

#### 2 Responsibilities of the Provider

The provider will ensure that all properties for re-letting have been subject to standard checks for cleanliness and condition, for the integrity of all services including gas, electricity and water supply and for the proper operation of appliances for the use of water and heating.

- Ensure properties are repaired quickly and effectively and meet the minimum standard.
- Ensure Service Users are aware of the minimum standard
- Complete all repair works within the Repairs Priority List timescales
- Provide all new Service Users with keys with key fobs, and a Service User Information Pack including: a valid Energy Performance Certificate, Gas Safety Certificate, Electric safety certificate and heating instructions to all new Service Users.

The property may only be let once the following have been completed once all essential measures have been completed to ensure the property is habitable in terms of health, safety and security including standard gas, fire, electrical and other relevant safety checks.

#### 3. Cleanliness

All properties should be thoroughly cleaned prior to letting

- All surfaces will be disinfected with attention given to the kitchen and bathroom areas
- Baths, basins and toilets will be cleaned with water running freely.
- All woodwork will be washed down.
- All windows will be cleaned, and floors swept and mopped.

#### 3 Services

All electrical and gas services to a property will be checked for faults and general integrity and have an in-date service/inspection/examination certificate/report with actions done as per the reports

Any lifts will have an in date thorough examination with any repairs done as per the examination report

Where required legionella assessments will be done with actions completed as per the assessment.

All taps, wastes and overflows will be clean, be securely fixed, and be free from blockages and in full working order.

All gas appliances will be tested and all properties with gas must have a Gas Safety Certificate issued. A copy of this Certificate is issued to the new Service User.

#### **4 Condition of Appliances**

All appliances such as central heating systems, showers and electric heaters shall be tested as necessary and/or checked for general condition to ensure they are safe for use. Any inspection made should include an assessment of whether the appliance/installation complies with current statutory regulations.

#### **5 Security**

The types and extent of security fittings installed are, to some degree dependent on the position and location of a property. This decision will be made by the Provider. void contractor.

- There will be two keys minimum provided for each external door at a property.
- Door entry systems – front door entry and secure rear access doors to all communal entrance areas will be serviced and operational.
- Common stairwells, lifts, common areas, laundry and drying areas, refuse chutes and bin stores, where provided, must be in good and safe order
- Adequate lighting in common internal and external areas within the curtilage of the house (at entrance and every landing and passageway)
- Top floor windows and windows above ground level will be fitted with window stays for safety and security

#### **6 Windows**

All broken and cracked panes of glass will be replaced

All glazing at low level or in doors will be installed with toughened glass or replaced with timber or UPVC panels.

#### **7. Electrical Installations**

All sockets and light fittings will be securely fixed and in good condition

All mechanical extraction units will be fully tested and operational.

#### **8. Internal Doors**

All internal doors will be free from holes and in full working order

Doors will have a mortise latch with handles fitted that are fully operational and fit comfortably into the door recess.

Any new internal doors that have been fitted will leave adequate space for carpets and laminates.

Doorstops will be fitted where required

Fire doors will be fitted and maintained where needed

## **9 Architraves and Skirting**

All architraves and skirting boards will be securely fixed to the wall and free from loose nails and screws.

Any bare, untreated timber will be supplied with a base coat.

## **10 Plastering**

All plasterwork will be repaired to walls that have defects above hairline cracks and a mist coat of paint applied. Hairline cracks are considered acceptable and can be repaired with decoration.

## **11 Floor coverings**

Carpets, laminates and floor coverings will be in good condition

Anti-slip floor coverings, where provided should be in good condition. Missing or broken floorboards or tiles will be replaced to match. Any wet room anti-slip floors to be weld repaired.

## **12 Decoration**

All properties will be in good decorative order. Walls and ceilings shall be in a good state of repair. Minor indentations and hairline cracks will be considered an acceptable standard. Minor damage such as chipping, holes from picture frames may be repaired providing the remainder of the paintwork is in good order.

All exposed surfaces to joinery and metal work shall be stained, varnished or gloss painted, free from damage and discoloration.

## **13. Kitchens**

All kitchens (space permitting) will have enough units in order to meet as a minimum the housing quality standards

The kitchen will be safe for the preparation of food. This may include the renewal of jointing and edging strips.

Layout and design of the kitchen should be sufficient to prevent accidents and meet the Housing Quality Standard. Specifically, there shall be

- a space between the cooker and the sink
- a worktop on one side of the cooker, ideally at least 600mm wide x 600mm deep
- a fridge freezer
- a mechanical extractor unit installed
-

#### **14. Bathrooms & Toilets**

A bath, enclosed with a bath panel, or a walk-in shower, shower cubicle or shower over the bath with partition or shower rail and curtain

Toilet flushing and in good working order and toilet seat replaced

Wash hand basin and taps in good order with plug

All wall tiles will be in good condition and any missing or defective tiles replaced, grouted and sealed

Where a shower is installed tiling or shower walled paneling should be full height adjacent to the shower, with a shower rail and curtain fitted.

All bathrooms to have a mechanical extractor unit installed.

#### **15 Fire Protection and Carbon Monoxide detection**

Fire risk assessment by a competent professional with actions completed or underway. Compartmentation and fire doors surveys done as required. Any significant issues must be escalated to MKC

Fire doors will be fitted and maintained where appropriate to comply with current regulations.

All properties are to be fitted with hard wired/battery backup smoke alarms and carbon monoxide detectors which should be tested on a regular basis

All electrical circuits should be earthed in accordance with current requirements.

Any polystyrene ceiling tiles will be removed as they are considered a fire risk

#### **16. Insulation/Energy Efficiency**

All properties will have an applicable Energy Performance Certificate (EPC) visible within the property detailing the rating

All properties will have an efficient, well maintained and thoroughly tested gas or other heating supply.

All radiators will have thermostatic control valves to ensure best efficiency overall.

All properties will have all windows and doors adjusted and checked to ensure they are operational, minimizing draughts/heat loss throughout.

All roof spaces will be inspected prior to any new Service User moving into a property.

Tanks and pipes in roof spaces should be lagged. Insulation should not prevent ventilation of any roof space. Upgrading of loft insulation will take place where the level of insulation falls below 270mm

#### **17 Damp and Mould**

All properties should be free from damp and mould. All sources of damp should be thoroughly investigated, and the appropriate remedial action taken prior to any new Service User moving in.

All decorations damaged as a result of treating damp and mould will be reinstated by the provider

Mechanical ventilation will be installed in kitchens, bathrooms and toilets to prevent dampness, condensation or mould growth.

**17. Asbestos**

Asbestos will be identified and checked and managed in line with current asbestos regulations with surveys held and re-inspections done as appropriate.

**18. Roof**

All fascia's, boards and soffits will be secure and free from significant rot or decay

The roof should be in good condition, structurally sound and watertight.

Flashings should be in good condition and correctly dressed.

**20. Drains and Gutters**

All gutters and downpipes should be free from blockages, debris and plant growth, have adequate fall settings and be free from leaks. Replacement guttering or downpipe will be UPVC plastic unless the Building Surveyor or the local planning department determines this would not be in keeping with the building or surrounding area.

Gully covers will be provided to all drain heads. Manhole covers will be in good condition and securely placed.

**21. Fences, Gates and Boundaries**

Fences, gates and walls forming boundaries to a property will be stable and in good condition.

**22. Communal Areas**

All fences will be free standing, intact and gates securely fitted

All communal glass will be free from breakage, if they are to be regularly cleaned then the Service User will be informed upon sign up

All entrance doors shall work automatically and close securely

The door entry system to the communal door connected to the property will be free from fault and fully operational.

Lights should be in full working order and be present at timed intervals

Fascia, porches and external paintwork shall be in good condition

All signage on the exterior or interior communal area will be free from damage or graffiti

The bin area will have no rubbish in it except that which is contained within bins

Fire escapes will always be kept clear from obstruction.

**23. Providing Service Users with Information**

This minimum standard, or a summary version, will be made available to new Service Users in order to ensure that they are aware of what to expect of the property and provide them with enough information to provide feedback as to whether the Provider is meeting and / or maintaining these standards.

**APPENDIX 2**

**MKC CONFIRMATION OF BOOKING FORM**

Name of provider:

Via email:

Date:

<b>Temporary Accommodation Booking Confirmation</b>
---

Please accept confirmation that the family listed below have been provided accommodation:

<b>Property Address</b>	
<b>Property Reference</b>	
<b>Property Type &amp; Size</b>	

<b>Nightly Charge</b>	
<b>License Start Date</b>	

Family Composition:

First Name	Last Name	Sex	DOB	Relationship

Goods included in the property:

Washing Machine	Yes
Fridge	Yes
Freezer	Yes
Hob	Yes
Oven	Yes

Please confirm appointment time to let the property with the applicant by calling:



<b>Full Name</b>	
<b>Telephone Number</b>	

Please note the customer will have a copy of the agreement to reside in the property, if you require a copy of this agreement please contact [temporaryaccommodation@milton-keynes.gov.uk](mailto:temporaryaccommodation@milton-keynes.gov.uk).

It is important that you inform us immediately if:

- (a) a customer does not sleep in the property, even if this is for one night,
- (b) a customer does not take up occupation of the property,
- (c) only part of the household takes up occupation (see household details above),
- (d) Anyone joins the household in excess of the household members detailed above.

Please notify us by email [temporaryaccommodation@milton-keynes.gov.uk](mailto:temporaryaccommodation@milton-keynes.gov.uk) or phone by 9.30 am as soon as you are aware the property is vacant.

Please note customers must not be transferred between properties without the agreement of the Council.

Customers are directly responsible for the payment of the utility bills and council tax.

Customers are responsible for the safety of their possessions whilst staying in the accommodation and that their possessions must be removed from the property when the customer leaves.

Milton Keynes Council will not accept responsibility for any loss or damage to customer's personal possessions whilst staying at the temporary accommodation and cannot be held responsible for any damage to or theft of goods that may occur during the period of occupancy

Yours sincerely,

Supply & Acquisitions Officer

**APPENDIX 3**

**MKC TERMINATION OF TEMPORARY ACCOMMODATION FORM**

Name of Provider:

Via Email:

Date:

**Termination of Temporary Accommodation**

<b>Full Name of Occupant</b>	
<b>Full Address of Property</b>	
<b>Termination Date (last night)</b>	

Please note that charges for the property will be paid up to the last night in the accommodation.

If you require any further information, please do not hesitate to contact me.

Yours sincerely,

Name

#### APPENDIX 4

#### REPAIRS PRIORITY LIST

The following tables outline the Priority A, B and C Repair functions. Repair obligations, which are not mentioned in these 3 tables but are considered the responsibility of the landlord, will also need to be completed within a period of time deemed reasonable by the Council.

<b>Priority A:</b>
<b>Make safe within 2 hours; maximum time for completion of 24 hours.</b>
No drinking water
No heating & or hot water - if heating cannot be fixed within 2 hours, temporary heating must be supplied by the Provider
Flooding (initial works required to make accommodation habitable)
Blocked drains and sanitation
No lights or power
No lighting to communal areas (complete failure)
Dangerous electrical faults (exposed wires, overheating of switches or sockets, flickering lights)
Burst pipes, defective tanks or serious leaks causing flooding
Blocked toilets
Gas leaks
Dangerous structures – floors, ceilings, walls & windows etc.
Removal of any graffiti containing words or images that could cause hatred or offence
Replacement of missing or badly damaged manhole covers

<b>Priority B: Maximum time for completion 5 working days</b>
Replacement of a damaged toilet pan
Blocked waste pipes (other than toilets: see above)
No cold-water supply to bath and basin
Restoring heating and/or hot water (if not possible within 24 hours and after temporary heaters have been supplied)
Temporary repairs to cover defective flat or pitched roofs where there is serious water penetration
Mending minor leaks on water pipes
Repairing leaking cone/soil joints to toilets
Repairing leaks to soil pipes/soil vent pipes generally
Repairing or renewing ball valves (overflows, water hammer)
Repairing defective extractor fan (internal bathroom/kitchen only)
Replacing broken wash hand basin
Repairing defective entry-phone system
Restoring flush to toilets
Broken fridge/freezer
Broken oven and/or hob
Broken glazing
Blocked down pipes/guttering

<b>Priority C: Maximum time for completion 28 working days</b>
Re-securing wash basin
Repairing blocked and/or damaged rain-water gutters and pipes
Replacing glazing to communal areas
Replacing chimney pot or cowl
Replacing fittings to windows and/or external doors
Mending faulty taps
Replacing zinc or lead flashings
Replacing ridge/eaves tiles and cement fillets
Replacing or repairing internal fire doors
Replacing defective fire bricks or parts for open fires
Repairing and/or replacing fittings for metal casement windows and doors
Replacing window sash fastener / sash cord
Replacing rotten, loose or defective flooring
Replacing toilet cistern
Replacing waste trap or fitting
Repairing faulty stop valve or drain down cock
Replacing bath
Replacing kitchen units (including sink units/taps)
Replacing external doors
Replacing window/frames
Dry lining condensation treatment
Repairing or replacing wall tiling/splash backs
Fixing or replacing air bricks
Repairing or renewing tile surrounds

General brickwork repairs (rebuilding piers, boundary walls)
Repairing or replacing stone, concrete, tile or wooden window sills
Repairing timber staircases (not dangerous)
Replacing or repairing external fascia/soffit/barge boards
Repairing or replacing fencing/gates
Redecoration following repair works
Replacing or repairing gully grids
Plaster repairs to ceilings or walls
External rendering
Repairing internal floor screeds
Repairing external floor screeds
Repairing external paving / concrete apron

**APPENDIX 5**

**TEMPORARY PROPERTY INSPECTION CHECKLIST**

**Temporary Property Inspection Checklist**

Type of Inspection	
Inspecting Officer	
Date	

Tenant Name	
Property Address	
Landlord Name	
Landlord Address	
Landlord Phone	
Landlord Email	

Property Type	
Number of Bedrooms	
Number of Bathrooms	
Number of w/c	

Gas Meter Reading		Electric Meter Reading		Water Meter	
Gas Utility Company		Electric Utility Company		Water Utility Company	

M - missing, S - scratched, D - damaged, B - broken, R - repair/replace, W - Water Damage, L - Leaking, N/A- Not Applicable

Exterior	Good	OK	Bad
Parking			
Driveway			
Doorbell			
Front Doors			
House Number			
Mailbox			
Outdoor lights			
Garbage receptacle			
Recycling receptacle			
Windows			
Paint and trim			
Back Door			
Decking, Porch, Patio			
Pavements			
Siding (brick/stone/cement)			
<b>Are things loose, cracked, damaged, rotted, bug infested?</b>			

Garden	Good	OK	Bad
Path & Lawn			
Fences and gates			
Retaining wall			
Shed			
Drainage			
<b>Trees, shrubs and lawn dead, dying or bug infested?</b>			
Common Areas	Good	OK	Bad
Front door			
Rear Door			
Emergency Lighting			
Fire doors			
Fire alarms			
Lobby / hallway			
Stairs			
Lift			
<b>Fire doors self-closing, not propped open, blocked or locked? Lobby clear of rubbish and trip hazards?</b>			



Stairs	Good	OK	Bad
Landing			
Lights			
Floors			
Railing			
Treads			
Walls			
<b>Weak stairs? Railings available and secure?</b>			

Roof	Good	OK	Bad
Gutters and downpipes			
Soffits and fascia			
Chimney			
<b>When was it replaced last? Are there encroaching trees?</b>			
Fireplaces	Good	OK	Bad
Blocked (unusable)			
Unblocked (usable)			

Bathroom 1	Good	OK	Bad
Baseboards			
Cabinets, shelves, & drawers			
Ceiling			
Doors			
Floors			
Overflow			
Lights, Switches & Sockets			
Mirror			
Sink (WHB)			
Toilet			

Bathroom 2	Good	OK	Bad
Baseboards			
Cabinets, shelves, & drawers			
Ceiling			
Doors			
Floors			
Overflow			
Lights, Switches & Sockets			
Mirror			
Sink (WHB)			
Toilet			

Towel hook			
Decoration / Tiles			
Bath and / or shower			
Walls			
Window			
Extractor			
Fixtures secure? Condition of tiles and caulking? Leaks or water pressure issues? Mould? Drawers and cabinets working?			

Towel hook			
Decoration / Tiles			
Bath and / or shower			
Walls			
Window			
Extractor			
Fixtures secure? Condition of tiles and caulking? Leaks or water pressure issues? Mould? Drawers and cabinets working?			

Bathroom 3	Good	OK	Bad
Baseboards			
Cabinets, shelves, & drawers			
Ceiling			
Doors			
Floors			
Overflow			
Lights, Switches & Sockets			
Mirror			
Sink (WHB)			
Toilet			
Towel hook			
Decoration / Tiles			

Toilet 1	Good	OK	Bad
Baseboards			
Ceiling			
Doors			
Floors			
Overflow			
Lights, Switches & Sockets			
Mirror			
Sink (WHB)			
Toilet			
Towel hook			
Decoration / Tiles			
Walls			

Bath and / or shower			
Walls			
Window			
Extractor			
Fixtures secure? Condition of tiles and calking? Leaks or water pressure issues? Mould? Drawers and cabinets working?			

Window			
Extractor			
Fixtures secure? Condition of tiles and calking? Leaks or water pressure issues? Mould? Drawers and cabinets working?			

Toilet 2	Good	OK	Bad
Baseboards			
Ceiling			
Doors			
Floors			
Overflow			
Lights, Switches & Sockets			
Mirror			
Sink (WHB)			
Toilet			
Towel hook			
Decoration / Tiles			
Walls			
Window			
Extractor			
Fixtures secure? Condition of tiles and calking? Leaks or water pressure issues? Mould? Drawers and cabinets working?			

Bedroom 1	Good	OK	Bad
Baseboards			
Ceiling			
Closet			
Doors			
Floors			
Lights, Switches & Sockets			
Decoration			
Walls			
Windows			
Check ceilings for sloping and/or water damage. Are floors weak in places? Damaged windows or window screens?			

Bedroom 2	Good	OK	Bad
Baseboards			
Ceiling			
Closet			
Doors			
Floors			
Lights, Switches & Sockets			
Decoration			
Walls			
Windows			
Check ceilings for sloping and/or water damage. Are floors weak in places? Damaged windows or window screens?			

Bedroom 3	Good	OK	Bad
Baseboards			
Ceiling			
Closet			
Doors			
Floors			
Lights, Switches & Sockets			
Decoration			
Walls			
Windows			
Check ceilings for sloping and/or water damage. Are floors weak in places? Damaged windows or window screens?			

Bedroom 4	Good	OK	Bad
Baseboards			
Ceiling			
Closet			
Doors			
Floors			
Lights, Switches & Sockets			
Decoration			
Walls			
Windows			
Check ceilings for sloping and/or water damage. Are floors weak in places? Damaged windows or window screens?			

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Bedroom 5	Good	OK	Bad
Baseboards			
Ceiling			
Closet			
Doors			
Floors			
Lights, Switches & Sockets			
Decoration			
Walls			
Windows			
Check ceilings for sloping and/or water damage. Are floors weak in places? Damaged windows or window screens?			

Landing	Good	OK	Bad
Baseboards			
Ceiling			
Smoke Detector			
Doors			
Floors			
Lights, Sockets & Switches			
Decoration			
Walls			
Windows			
Wall damage? Sloping ceiling? Weak floors?			

Living Room	Good	OK	Bad
Baseboards			
Ceiling			
Ceiling fan			
Doors			
Floors			
Lights			
Sockets and switches			
Decoration			
Walls			
Windows			
Wall damage? Sloping ceiling? Weak floors?			

Dining Room	Good	OK	Bad
Baseboards			
Ceiling			
Floors			
Lights			
Sockets and switches			
Decoration			
Walls			
Windows			
Wall damage? Sloping ceiling? Weak floors?			

Kitchen	Good	OK	Bad
Baseboards			
Cabinets and drawers			
Ceiling			
Worktops			
Lights, Sockets & Switches			
Floors			
Heat Detector			
Overflow			
Sink			
Taps			
Walls			
Windows			
Decoration / Tiles			
Hob			
Oven			
Refrigerator			
Dishwasher			
Leaking sink or appliances? Cabinet & drawer condition?			

Hallway	Good	OK	Bad
Floors & Floorboards			
Ceiling			
Closets			
Lights			
Sockets and switches			
Smoke Detector			
Decoration			
Walls			
Wall damage? Sloping ceiling? Weak floors?			

Basement	Good	OK	Bad
Ceiling			
Doors			
Floors			
Foundation			
Lights			
Sockets and switches			
Stairs			
Walls			
Windows			
<b>Damp, musty or mouldy? Beam damage? Bugs?</b>			

Conservatory	Good	OK	Bad
Glazing			
Doors			
Floors			
Roof			
Lights			
Sockets and switches			
Walls			
Opening Windows			
Foundation			
<b>Damp, musty or mouldy? Glazing?</b>			

Utilities	Good	OK	Bad
Main Fuse Board (CCU)			
Gas Boiler			
Water Pressure and Drainage			
<b>Functioning properly? Are they new or old?</b>			

Room	Measurement	Size m <sup>2</sup>	Max occupancy
Kitchen/Diner			
Kitchen/Lounge			
Lounge/Diner			
Dining Room			
Bedroom 1			
Bedroom 2			
Bedroom 3			
Bedroom 4			
Bedroom 5			

Ratings	
10.2 m <sup>2</sup>	2 persons
8.4-10.2 m <sup>2</sup>	1.5 persons
6.5-8.4 m <sup>2</sup>	1 person
4.6-6.5 m <sup>2</sup>	0.5 person

**Property Defects: -**

	Category	Comments		Category	Comments		Category	Comments
1	Damp and mould Growth		11	Crowding and space		21	Falling on stairs	
2	Excess Cold		12	Entry by intruders		22	Falling between levels	
3	Excess Heat		13	Lighting		23	Electrical Hazards	
4	Asbestos		14	Noise		24	Fire	
5	Biocides		15	Domestic hygiene		25	Flames & hot surfaces	
6	Carbon monoxide		16	Food safety		26	Collison & entrapment	
7	Lead		17	Sanitation and hygiene		27	Explosions	
8	Radiation		18	Water supply		28	Position & operability of amenities	
9	Uncombusted fuel gas		19	Falls associated with baths		29	Structural collapse & falling elements	
10	VOC's		20	Falling on level surfaces				



## **APPENDIX 6**

### **MODEL COMPLAINTS PROCEDURE**

*This is intended for Provider's use where there is no complaints procedure already in place*

#### **Introduction**

At (Name of Provider) we want to give you high quality services. However, there will be times when things go wrong, or you don't think that we have got it right. When this happens, we want to hear from you so we can try and sort out the problem. You have the right to complain and we can learn valuable lessons from what you tell us. Making a complaint won't affect your right to receive a high-quality service.

#### **Stage 1 – Informal Complaint**

If you are unhappy with the service you have received, you should raise it first with the officer dealing with the matter concerned. They will do their best to try and resolve the problem as soon as possible. They will also make a record of your complaint.

#### **Stage 2 – Formal Complaint**

If you are not happy with the response you get, you can make a formal complaint. To do this, you should contact the manager responsible for complaints (state who this is) and explain why you are unhappy with the service that you have received. The manager will investigate your complaint and send you a written response within 10 working days. A record will be kept of both your complaint and the response.

Please note that this procedure cannot deal with issues that are subject to legal proceedings.

## APPENDIX 7

### POLICY ON HARASSMENT AND DOMESTIC VIOLENCE

#### 1. Harassment

- 1.1. Harassment includes attacks on property as well as on the person. It can include physical or verbal abuse.
- 1.2. Harassment is cruel, unwelcome and debilitating.
- 1.3. Harassment targets people on particular grounds. It is distinct from and should not be confused with inter-neighbour disputes, general nuisance and other forms of antisocial behaviour.
- 1.4. Victims of harassment are the targets of words, actions or omissions intended or likely to cause them fear, harm, distress or confusion, or to make it difficult for them to use the facilities or opportunities which would otherwise be available to them, including the quiet and safe enjoyment of their properties and surroundings.
- 1.5. Groups of people can be the target of harassment for many reasons. Some of the people affected can have one or more of the following characteristics:
  - Black, Asian, Minority Ethnic or Refugee (BAMER) groups
  - Women,
  - People with physical disabilities / sensory impairment
  - People with mental health needs
  - People with learning disabilities / difficulties
  - People with autistic spectrum disorder (ASD)
  - Lesbian, Gay, Bi and Trans (LGBT) people
  - Older people
  - Young people
  - People with HIV/AIDS
  - Religion
  - Lone parents
  - People facing economic disadvantage
- 1.6. Harassment may be direct or indirect and includes:
  - Verbal abuse,
  - Insults,
  - Intimidation
  - Attacks on or damage to property and possessions,
  - Threatening or abusive behaviour,
  - Racist, homophobic or other abusive graffiti,
  - Unprovoked assaults including common assault,
  - Actual bodily harm and/or grievous bodily harm
  - Arson or attempted arson,
  - Use of dogs
  - The sending of threatening letters
  - The making of abusive telephone calls

- Leaving rubbish outside a person's door or putting it through their letter box,
- Unjustified complaints of noise,
- Knocking on doors and windows at unsociable hours,
- Any act or omission calculated to interfere with the peace or comfort of any person,
- Any act or omission calculated to inconvenience any person,
- Organising and or participating in any activity calculated to deter a person from either occupying a dwelling or living peacefully within it.

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- 1.7 Milton Keynes Council seeks to counter any and all discrimination, violence and harassment directed against all people living in Milton Keynes,

## 2. Domestic Violence

### Domestic Violence Definition

In the housing context the definition in the Housing Act 1996 must be applied, which states that:

*It is not reasonable for a person to continue to occupy accommodation if it is probable that this will lead to domestic violence against her/him, or against a person who normally resides with her/him as a member of his family, or any other person who might reasonably be expected to reside with her/him.*

*For this purpose "domestic violence", in relation to a person, means violence from a person with whom he is associated, or threats of violence from such a person which are likely to be carried out.*

A person is "associated" with another person if:

- they are or have been married to each other;
- they are cohabitants or former cohabitants;
- they live or have lived in the same household;
- they are relatives;
- they have agreed to marry one another (whether or not that agreement has been terminated);
- in relation to a child, each of them is a parent of the child or has, or has had, parental responsibility for the child
  - a) If a child has been adopted or has been freed for adoption by virtue of any of the enactments mentioned in section 16 (1) of the Adoption Act 1976, two persons are also associated with each other for the purposes of this Part if: one is a natural parent of the child or a parent of such a natural parent, and
  - b) the other is the child of a person who has become parent of the children virtue of an adoption order or who has applied for an adoption order or with who the child has at any time been placed for adoption

## 3 Domestic Violence - Procedure

- 3.1. Domestic violence is a pattern of coercive control, which includes combinations of physical, sexual, psychological and financial abuse by a current or former partner. In extreme cases this includes murder.

- 3.2. The Council requires its Providers to attend awareness training on domestic violence and have information available for themselves and their tenants regarding agencies that support those experiencing domestic violence
- 3.3. The Council requires its Providers to deal with reports of domestic violence sensitively and in a timely manner. Victims shall be encouraged to report incidents to the police and to record the crime reference number.
- 3.4. The Council expects its Providers to take note of signs of domestic violence when speaking with the Service User and where circumstances allow ask if the Service User requires support or advice in this regard.
- 3.5. Where the perpetrator is not within the home and the Service User is looking for additional security the Provider should deal with this, liaising with S&A where necessary.
- 3.6. Where the Service User is not looking to leave the relationship and/or property at this stage a referral for advice and support should be offered and the referral carried out where accepted as informed by S&A.
- 3.7. Where the Service User is fearful of remaining in the property the Service User should be referred to the Housing Options Team for further assistance. A referral for advice and support should be offered and the referral as informed by S&A.
- 3.8. Providers shall take great care not to give any information relating to the Service User's current whereabouts to the alleged perpetrator.

**Deleted:** . If a crime has been committed,

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## **APPENDIX 8**

### **CHILDHOOD PROTECTION RISK INDICATORS**

#### **The parent or carer may:**

Persistently avoid child health promotion services and treatment of the child's episodic illnesses or unexplained delay in seeking treatment,

Have unrealistic expectations of the child,

Frequently complain about/ to the child and may fail to provide attention or praise (high criticism/low warmth environment),

Be absent or misusing substances,

Persistently refuse to allow access on home visits,

Be involved in domestic violence,

An explanation which is inconsistent, or several different explanations provided for an injury,

Repeated presentation of minor injuries (which may represent a 'cry for help' and if ignored could lead to a more serious injury),

Family use of different doctors and A&E departments.

Practitioners should be aware of the potential risk to children when individuals, previously known or suspected to have abused children, move into the household.

#### **In an abusive relationship, the child may:**

Appear frightened of the parent/s,

Act in a way that is inappropriate to her/his age and development.

Though full account needs to be taken of different patterns of development and different family circumstances.

## APPENDIX 9

### CHILD PROTECTION CHECKLIST

#### *Checklist for reporting suspected child abuse/neglect*

If you have concerns about a child/young person then the following information will help the social services department or police. However, you should not be worried about making a referral where you don't possess all this information. It is very important to make a referral even if you have only partial information in circumstances where you are very concerned about the safety and well-being of a child/children.

- Name of child and age.
- Gender.
- Ethnic background/religion.

Any special factors/needs, e.g. learning difficulties, ability of child, means of communication, relevant medical information.

- Name(s) of parent/carer.
- Name(s) and ages of other siblings in the family.
- Home address (and phone number if available).
- School address.

Are you reporting just your own concerns or passing on those of somebody else? Give details.

- Brief description of what has prompted your concerns: include dates, times etc. of any specific incidents.
- Any physical signs? Behavioral signs? Indirect signs?
- Have you spoken to the parents/carers? If so, what was said?
- Has anybody alleged to be the abuser? If so, give details.
- Have you consulted anybody else? Give details?
- Any other professionals involved with the family, e.g. health visitors, school nurse, psychologists.

#### **Child Protection Referrals – What to do and who to contact**

##### Responsibility

All those who come into contact with children in their everyday work have a duty to safeguard children.

##### What to look for

In the course of your everyday work you could see or hear something that might indicate a child is at risk. There are many possible signs of abuse e.g. conditions of a home environment, physical injury, how the child is acting, a young or vulnerable child left alone.

Action

If you have a concern about a child's welfare, this should be reported immediately to the Multi Agency Safeguarding Hub (MASH)

Tel: 01908 253169 or 253170

e-mail: [children@milton-keynes.gov.uk](mailto:children@milton-keynes.gov.uk)

If a child is in immediate danger e.g. you witness a physical assault on a child, or you find a young or vulnerable child alone please call the police on 999. You may need to wait with the child.

**APPENDIX 10**

**PROVIDER QUARTERLY PERFORMANCE REVIEW**



Provider Quarterly Performance Review 2021/22

Provider:

Quarter:

PROPERTIES	Estimate for Quarter	Actual	Estimate for Next Quarter
Number of Properties Acquired			
Number of Relets			
Number of Property Handbacks			

COMPLAINTS SUMMARY					Number
No. of complaints received * <i>detail below</i>					
No. of complaints upheld					
No. of complaints resolved					
No. of complaints under investigation					
No. of accidents and incidents recorded* <i>detail below</i>					
COMPLAINTS / ACCIDENT/INCIDENT DETAIL					
Address	Occupant name	Date of complaint / accident/incident	Nature of complaint/ accident /incident	Action taken	Outcome and date completed



**LAST NIGHTS**

Address	Occupant Name	Date	Reason

REPAIRS	Number completed on time	Number not completed on time
<b>Priority A</b> ( completion target within 24 hours)		
<b>Priority B</b> ( completion target 5 working days)		
<b>Priority C</b> ( completion target 28 working days)		

## **APPENDIX 11**

### **MODEL PERFORMANCE REVIEW MEETING AGENDA**

- Minutes and Matters Arising
- Portfolio Breakdown/Mix
- Housing Management Issues
  - Gas certification, fire safety, electrical and other as applicable
  - Performance Statistics
- Legal Proceedings
- *Adam housing DPS*
- Payments & Invoicing
- Any Other Business
- Date of Next Meeting