

WREN HOUSING GROUP

SPECIFICATION FOR THE PROVISION OF NIGHTLY LET ACCOMMODATION

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1. Introduction

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.

1.1 Often this requires Council's 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.

1.2 The London Boroughs of Waltham Forest, Redbridge, Enfield and Newham have collaborated in a procurement initiative as WREN Housing Solutions in order to provide an on line 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.

1.3 This schedule therefore sets out the Specification for the provision of nightly let accommodation to the Council and forms Schedule 6 of the Agreement between each of the partnering Councils and the Provider.

1.4 Definitions

1.5 The terms **Provider and Service User** shall have the same meaning as that defined in the Agreement.

1.6 **Dynamic Purchasing System (DPS)**, otherwise referred to as **adamhousing.co.uk** is the procurement system made available to WREN by the technology provider *adam* HTT Ltd (or any other website notified by the technology provider to WREN from time to time)

1.7 **WREN** will mean the London Boroughs of Waltham Forest, Redbridge, Enfield and Newham working in partnership.

1.8 **The Authorised Officer (AO)** and the **Provider's Representative (PR)** shall have the same meaning as that defined in the Agreement.

Temporary Accommodation Team shall mean the team responsible in each of the partnering Boroughs for providing alternative housing solutions to homeless households including those households whose homeless applications are being assessed.

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

1.10 **Service User** means either a homelessness applicant or other person to whom WREN assist with accommodation pursuant to either a statutory power or obligation

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

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

2. **Property Standards**

2.1 Set out at Appendix 1 are the minimum property standards for all Nightly Let Accommodation. They have been supplemented by the additional property standards, which shall also be met by all non-self-contained Nightly Let Accommodation, which includes Houses in Multiple Occupation.

2.2 All Properties shall meet these standards and be capable of satisfying the risk-based assessment under Setting the Standard, which is attached as Appendix 1B. This is a pan London scheme for setting and assessing standards in temporary accommodation used by London Boroughs, and Providers will be required to self-certificate that the standard is met before they shall be accepted by the AO for use as Nightly let Accommodation. Setting the Standard officers will be carrying out assessments of all non-self-contained temporary accommodation in due course but in the interim, if Providers are unsure about whether a particular property is suitable for use as Nightly Let Accommodation, they shall consult the AO of the host Borough before making the accommodation available through the DPS for use by WREN.

2.3 In addition to the above, all Nightly let Accommodation shall comply fully with planning regulations, building control regulations, furniture safety regulations, asbestos regulations and any other regulations and legislation that are appropriate.

2.4 Houses in Multiple Occupation (HMO) shall also comply with all appropriate legislation, regulations and guidance relating to HMOs. All HMOs shall be licensed by the relevant local authority, have a current fire safety certificate and shall meet all safety standards current at their time of use pursuant to this Agreement.

2.5 The law relating to HMOs is complex and currently derives from the Housing Act 2004. Providers shall make themselves aware of the generality of this legislation so that they can ensure that any properties offered to the Councils fully meet its requirements.

2.6 HMOs shall be inspected and licensed by the appropriate local authority as an HMO. This means that the Provider shall ensure that:

- Safety alarms of all types are in good working order at all times;
- All fire extinguishers shall be secured to the wall or mounted as directed by a qualified installer or the local Environmental Health Officer (EHO);
- Alarms shall be tested regularly at intervals no greater than six months;
- Two fire drills shall be carried out in each six-month period;
- All checks made shall be logged in the safety log for the HMO including the results and any subsequent remedial action taken.

In the event that there should be any revisions in any London Borough's Licensing Scheme, all providers will need to comply with any licensing requirements for accommodation provided to WREN before it can be accepted

3. **Property and Other Documentation**

3.1 **Property file**

The Provider shall keep a Property File (preferably electronic) for each property used by the Council which shall contain all relevant information about that property. All this information will be required to be uploaded to *adam* at the point the property is made available for use, as directed within the portal.

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, current electrical safety certificate and an EPC. The safety certificates shall be without recommendations for any further work being required. 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 professional affiliated to the relevant organisation which shall be either Gas Safe or for electrical and EPC certificates an accredited assessor.

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. This certificate shall be placed in the Property File and shall be made available on request to the AO.

3.4 **Securing of Accommodation Letter**

There shall be an Offer of Accommodation Letter for every Service User (the **Offer of Accommodation Letter**).

Copies of all such Letters shall be provided upon request by the AO.

Indicative template copies of the Offer of Accommodation Letter are set out at Appendix 7.

4. **Provision of Properties by the Provider**

4.1 **Non-Self-Contained Accommodation**

Non-Self-Contained Accommodation in this context is traditional Bed and Breakfast accommodation or any accommodation which has shared facilities, where any of the following amenities are shared by more than one household:

- Toilet;

- Bathroom;
- Kitchen.

4.2 **Self-Contained Accommodation**

Self-Contained Accommodation is accommodation where the Service User is not required to share any of the following facilities with another household:

- Toilet;
- Bathroom;
- Kitchen.

4.3 **Property Preparation**

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 1/1B, together with any additional requirements for that Property as specified by the AO at the AO'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 Enrolment on the DPS.

5. **Procedural Matters**

5.1 **Property Availability**

5.2 The process of making a property available to the Council will be as advised by the Council.

5.3 Providers shall use the DPS technology provided by *adam* HTT Limited to inform the Council of details of Properties being made available to the AO. This shall include the

full address and postcode of the Properties concerned. The AO will specify, from time to time, the format, detail frequency and specific means of communication required.

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

5.5 **Bookings**

5.6 If the AO requires a property that has been offered by a Provider, then the AO will create a Service Agreement

5.7 The AO will additionally contact the Provider by

- e-mailing a completed Booking Form as set out at Appendix 3 (including Service User details) to the Provider.
- relaying of any necessary/relevant information to the Provider,
- providing the Service User's contact details such as a mobile phone number and
- confirming arrangements for the Service User and Provider to meet if required.

5.8 **Cancellation / Variation**

5.8.1 .

5.8.2 The AO 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.

The AO 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

5.8.3

5.9 Where the Council owes the Main Homelessness Duty

- 5.9.1 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 Generally, 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.
- 5.11 The AO will telephone the Provider if there are any specific problems or additional information that needs to be relayed to the Provider.
- 5.12 Payment shall cease from the date of the cancellation.
- 5.13 The Provider shall contact the AO for any clarification that is required.
- 5.14 When a Service User vacates a Property, the Provider shall notify the AO immediately. This includes Service Users that may have already been cancelled by the AO at an earlier date. The Provider shall issue a dated receipt for any keys returned by a Service User and shall retain a copy of the receipt. The receipt should be available for inspection by the AO on request. Providers shall not advise Service Users to leave keys behind in a Property.
- 5.15 For the benefit of all doubt 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.
- 5.16 Belongings Left in the Property when vacated -
- The Provider shall inform the Service User of the following procedure in the Welcome Pack (see paragraph 5.28 below) and/or prior to a booking being cancelled.
- 5.17 The Provider shall make a full inventory of and store any belongings of the Service User left in the Property for up to one month. All perishable food shall be disposed of within two days of any vacancy.
- 5.18 If any belongings have still not been collected after the permitted period set out above, then the Provider shall dispose of the belongings in an appropriate manner.
- 5.19 • **The Viewing by and Checking of a Service User into a Property**
- The following arrangements shall apply:
- Upon receiving a Booking Form from the AO, the Provider shall make arrangements to either convey the Service User to the Property or to meet the Service User 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;

5.20 **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:

- 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;
- Arrangements for the recharging of the Service User in accordance with paragraph 5.59;
- 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 ServiceUser.

5.21 **Repairs**

5.22 The Provider should have a Repairs Procedure incorporating the following requirements:

5.23 Repairs shall be carried out quickly and without undue inconvenience to the Service User.

5.27 The Service User shall be informed fully of the repairs reporting procedure and repairs priorities in the information provided to them on induction.

5.24 Providers are responsible for ensuring that repairs and maintenance to Homes 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. Repairs shall be

carried out quickly and to a high standard which minimises inconvenience to Service Users. Service Users shall be informed fully about the Repairs Procedure and the timescale for any work scheduled, including an expected completion date.

- 5.25 All repairs shall be allocated a reference number which shall be given to the Service User,
- 5.26 Repairs shall be prioritised in accordance with the repairs' priority list set out at Appendix 6 (the Repairs Priority List),
- 5.27 Service Users shall be told when the repairs will be carried out and if more than one call is required,
- 5.28 Service Users shall be given as full a timetable and explanation as possible,
- 5.29 Service Users shall be informed of any delays and given new appointment times,
- 5.30 Appointments shall be made for all repair calls,
- 5.31 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.
- 5.32 Service employees shall carry identification and authorisation from the Provider. Service employees/Providers shall never enter the property when a child is home alone without an adult being present (see paragraph 7 Child Protection below).
- 5.33 Repairs shall be classed into 3 categories as follows:
- 5.34 **Priority A (Emergency) Repairs:**
- 5.35 Priority A Repairs (as defined in the Repairs Priority List at Appendix 6) shall be made safe within 2 hours and completed within 24 hours.
- 5.36 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.
- 5.37 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.
- 5.38 **Priority B Repairs:**
- 5.39 Priority B Repairs (as defined in the Repairs Priority List at Appendix 6) shall be completed within 5 working days.
- 5.40 **Priority C Repairs:**

- 5.41 Priority C Repairs (as defined in the Repairs Priority List at Appendix 6) shall be completed within 28 working days.
- 5.42 The Repairs Priority List is not intended to be exhaustive and should be used as a guide for repairs not listed.
- 5.43 Providers shall ensure that their Repairs Procedure meets the required time scales set out above.
- 5.44 Providers shall have appropriate default repair arrangements where landlords fail to meet their repairing obligations. Providers shall ensure that works are done within the required timescales set out above, regardless of whether a landlord is co-operating with the repairs process or not.
- 5.45 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 Service Provider will liaise with the AO and will supply an alternative unit of accommodation that is suitable and meets the Council's standards.
- 5.46 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 the Council are able to find alternative accommodation.
- 5.47 In the event that Priority B repairs are not completed within the required timescale and the Provider has not supplied the Service User with an expectation for completion, the rent will be suspended from the scheduled date for completion until actual completion.
- 5.48 In the event that Priority C repairs are not completed within the required timescale and the Provider has not supplied the Service User with an expectation for completion, the rent will be suspended from the scheduled date for completion until actual completion.
- 5.49 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.
- 5.50 **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.
- 5.51 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.

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

5.53 **Complaints**

Providers shall have a Complaints Procedure that must be made available to Service Users.

5.54 A Model Complaints Procedure is set out at Appendix 8.

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.

5.55 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.

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

5.57 If a Service User considers that their complaint has not been dealt with satisfactorily by the Provider, the Service User may approach the AO. Providers shall fully cooperate with any consequent complaint investigation carried out by the Council. If a Service User is awarded compensation as a result of a complaint about a matter that is the responsibility of the Provider, the Provider shall reimburse the Council the full cost of the compensation. 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.

5.58 **Daily Register / [for Redbridge Only]**

A daily register shall be maintained by the Provider to record the occupation of the Property by the Service User each day, in a form prescribed by the AO.

- 5.59 The Provider shall ensure that the Service User signs the daily register each day.

Occupancy Check

- 5.60 In the event that a daily register / occupancy check is not required the Provider shall ensure that the Property remains occupied by the Service User for the entire duration of the booking.

- 5.61 The Provider shall carry out a weekly occupancy check for non-self-contained accommodation, and a fortnightly occupancy check of all self-contained accommodation. The Provider will keep a written record thereof, in a form prescribed by the AO. A Model Inspection and Occupancy Check Form is set out at Appendix 9.

5.62 No Occupation/Unauthorised Occupation

- 5.63 Only individuals whose details are included on the Booking Form or otherwise advised by the AO shall be entitled to be in occupation of the Property.

- 5.64 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 the AO immediately.

- 5.65 Any unauthorised individual found to be residing in the Property shall be asked to leave immediately and the AO informed of any such unauthorised occupation.

- 5.66 The AO will contact the Service User concerned to discuss non-occupation or unauthorised occupation with the Service User.

- 5.67 The AO will give the Service User an appropriate written warning. Persistent breaches may lead to the Council discharging its duty and cancelling the booking.

5.68 Entering a Property

The following guidelines shall be followed when visiting a Property for any reason such as carrying out repairs, inspecting a Property, or carrying out an occupation check. The Provider or Service Employee shall:

- Announce arrival by ringing the bell, knocking on the door and giving the Service User reasonable time and opportunity to answer. If there is no reply, the Service Employee shall attempt to contact the Service User by phone.
- If there is no reply, let themselves in by using the key, opening the door ajar and shouting out their name, the Provider's name and purpose of the visit before and after entering the Property;
- Check visually that there is no person present and, if there is, ask permission to continue;

- Fix the inspection notice as set out at Appendix 10 (the **Inspection Notice**) to the front door;
- Leave the front door ajar for the duration of the visit, if safe to do so;
- Leave the Property clean and tidy when finished;
- Leave the Provider's card stating that a call has been made at the Property in the Service User's absence; and
- Ensure that all doors and windows are closed and locked on departure.

5.69 The above procedure is the minimum expected from a Provider or Service Employee. Respect for the Service User's privacy and belongings shall be paramount during this procedure and in all dealings with the Service User.

5.70 It is strongly preferable that for all tasks requiring access to a property a mutually agreed and convenient appointment to both the Provider and the Service User shall be made.

5.71 **Incident Recording/Reporting to the Council**

- All incidents relating to a Property shall be recorded.
- All incidents involving a Service User shall be recorded.
- All minor incidents shall be recorded and dealt with by the Provider.
- All serious incidents (or breaches of the Confirmation of Booking Letter) shall be reported to the AO.

5.72 **Harassment and Domestic Violence**

5.73 Each Provider shall deal with reports of harassment or domestic violence proactively and as a high priority (see Appendix 11). All Service Users reporting harassment or domestic violence shall be interviewed sympathetically, as soon as possible, in order to establish what has happened and to evaluate any danger to the victim. Service Users reporting domestic violence shall be offered the option of being interviewed by a Service Employee of the same gender. If a Service User has fled violence, 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 to report it to the police and to record the crime reference number. 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.

5.74 If a Provider considers that a Service User is in danger should they remain at their current address, a transfer shall be considered by the AO as a matter of urgency.

6. **Customer Care**

The Provider shall have a Customer Care policy. As a guidance, please see Appendix 12, which contains service standards for WREN.

7. **Child Protection**

7.1 **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 Child Protection 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.

7.2 **Duty to Report Concerns**

[Waltham Forest]

If a Provider has concerns for a child's welfare, they shall report them immediately to the Multi Agency Safeguarding Hub (MASH), Tel: 020 8496 2310 (Mon-Thurs 9am-5.15pm, Fri 9am-5pm), (out of hours 020 8496 3000)

Email: MASHrequests@walthamforest.gov.uk

OR [Redbridge]

7.3 If a Provider has concerns for a child's welfare, they should report them immediately to the Duty Manager at the Housing Advice Centre on 020 8708 4007 or the Out of Hours service on 070 8553 5825. All such reports shall be confirmed in writing to the AO the next working day. Alternatively, Providers shall contact the police.

OR

[Enfield]

If a provider has concerns for a child's welfare, they should report them immediately to Social Services Children's Team by emailing ChildrensMASH@enfield.gov.uk or by submitting a referral: [Link to the Portal](#). Should you feel a child is in imminent danger please call 020 8379 5555 during office hours or 020 8379 1000 out of hours and contact the police. All such reports should be confirmed in writing to the AO the next working day.

OR

[Newham]

If a Provider has concerns for a child's welfare, they shall report them immediately to the Multi Agency Safeguarding Hub (MASH)

Tel: 020 3373 4600 (Mon-Thurs 9am-5.15pm, Fri 9am-5pm), or 020 8430 2000 at any other time.

Alternatively you can email : MASH@newham.gov.uk

What happens next

Children's MASH Service will receive your form or phone call. The service includes representatives from our Children's Social Care, Adult Social Care, Early Intervention, Community Health, Housing, Hestia, Education, Probation and Youth Offending Teams and Newham 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 your worries.

We will make this decision in at least:

- one working day if we think a child is in need of our protection or
- within four working days in all other cases

We will notify you of the outcome of your referral at least within four working days of receiving the referral

7.4 **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 going to school, 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 anti-social or inappropriate behaviour.

7.5 **Home Alone**

7.6 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.

7.7 Set out at Appendix 13 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 14 is a Child Protection Checklist which indicates the type of information that Providers may be asked to provide.

8. **Dealing with Asbestos**

8.1 **What is Asbestos**

8.2 Asbestos is a natural mineral, which has been widely used in building construction for external and internal fittings. There are three different types of asbestos, blue, brown and white. Damaged materials containing asbestos release fibres, which can lead to fatal diseases.

8.3 Since 1976 manufacturers have labelled products containing asbestos and since 1986, they have been required to attach European safety labels to products. However due to the wide spread use of asbestos in buildings many properties will contain asbestos.

8.4 **Checking for Asbestos**

8.5 All Homes shall be checked for asbestos before use. If concern is raised about the presence of asbestos in a Home, then the Provider shall take appropriate steps to ensure that its removal is managed safely using the following procedures:

- Arrange a survey by a licensed asbestos surveyor immediately
- Arrange for a licensed asbestos contractor to remove the asbestos (the contractor shall advise as to how the process will be managed particularly if the Service User needs to be relocated)
- Do not tamper, break, scratch or disturb the source of the suspected asbestos
- Seal the source and advise the Service User to keep away
- If the Service User needs to be relocated, then liaise with the AO to arrange a transfer
- Advise the AO of the action being taken to rectify the situation
- Forward a copy of a certificate to the AO denoting that asbestos has been safely removed and that the Home is free of asbestos and safe to occupy

8.6 **THIS IS A BRIEF SUMMARY OF A COMPLEX AREA: SPECIALIST ADVICE IS ESSENTIAL.**

8.7 Each Council may be able to help with asbestos related queries in the first instance and should be contacted via the AO.

9. **Working with Challenging Service Users**

9.1 **Challenging Service Users**

9.2 Service Users can sometimes be challenging and time consuming to work with. This is understandable given their experience of homelessness.

9.3 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.

9.4 **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.

9.5 **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;

9.6 **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 AO 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
- Do not unilaterally cancel a booking or evict a Service User, contact the AO to agree a suitable course of action.

10. **Staffing Issues**

10.1 **Staff criminal record checks**

10.2 Following recent high-profile cases, public and government concern has been raised about the need to vet staffs that have contact with children. Providers shall carry out Disclosing and Barring Service (DBS) checks on all Service employees who may be required to visit Homes. This shall be extended to include any contractors doing repairs to Homes. The results of the check shall be made available to the AO upon request.

10.3 The DBS will carry out criminal record checks for individuals, on application, in exchange for a fee. The service will draw on four primary sources of information. They are the Police National Computer (PNC), local police force records and records held by the Department of Health and the Department for Children, Schools and Families.

10.4 Further information can be accessed on the DBS website or by telephoning the DBS Information Line on 03000 200 190.

10.5 **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.

10.6 Providers shall keep a record of their training plans and training undertaken by the service employees which shall be made available to the AO on request.

10.7 The AO 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, the AO shall make relevant information available to Providers to enable them to organise training for the service employees. The AO 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 the AO.

11. **Performance Reporting and Monitoring**

11.1 **Quarterly Performance Report**

Each Provider shall submit a Quarterly Performance Report to the Council, in a form prescribed by the AO (the Quarterly Performance Report). Completed reports shall be submitted to the AO 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 15 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 the AO following consultation with the Provider. In any case of dispute, the decision of the AO shall be final.

11.2 **Property Profile Audit**

Every quarter (or at such other interval as the AO shall decide) the AO shall visit the Provider's offices to audit a random sample of accommodation (the Property Profile Audit). The Provider shall make available to the AO for the purpose of such an audit all relevant accommodation files and other documentation in relation to accommodation audited, which shall be chosen at random by the AO and an audit may involve visits to the Homes concerned with or without prior notice to the Provider.

11.3 **Performance Review Meetings**

Annual performance review meetings shall be held between the AO 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 the AO 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 16. This may be altered following consultation with the Provider in the absolute discretion of the AO.

11.4 **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 clauses 14 and 15 of the Agreement.

If the provisions of clause 14 and 15 of the Agreement are invoked at any time, the parties shall first meet within 10 working days of any dispute notified by one party to the other party (or such shorter period as may be appropriate in the circumstances of the dispute) under the provisions of clause 14 of the Agreement.

If the matter is not resolved to the satisfaction of the AO, it shall then be dealt with under the provisions of clause 15 of the Agreement.

12. **Pets**

12.1 **Self-Contained Accommodation**

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

12.3 Service Users are responsible for their pets and are liable for any damage caused by them. If a pet is damaging a Home 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 (see Section 5.56 on Occupant Misbehaviour).

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

13. **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.

Appendix 1 - Minimum Property Standards

1. Introduction

Set out below are the minimum property standards that all Homes shall meet.

The Home is likely to be the main residence for the Service User family placed in it for a considerable period of time and probably for the full duration of the lease so the following standards must be met.

Homes accepted for the Scheme shall not contain any Category 1 hazards under the Housing Health and Safety Rating System as set out in the Housing Act 2004 and associated guidance. Where the Home is a flat, all flats in the building of which it is part shall also conform to the appropriate fire protection standard.

Conversions of houses or other buildings into flats require both planning permission and building control approval. Loft and other conversions require building control approval. Proof of any required permissions and/or approvals shall be provided before a Home can be accepted for the Scheme.

All Homes with any shared communal areas will have a recent Fire Risk Assessment (FRA) carried out by a competent person. Any urgent actions identified by the FRA will have been completed before the Home can be accepted for the Scheme.

Accommodation above restaurants, fast food outlets or commercial premises where hazardous substances are kept shall not be acceptable for the Scheme. Neither are flats above noisy, late night opening premises such as minicab offices, clubs or pubs acceptable for the Scheme.

Where a standard of repair etc is specified the Home shall be expected, in normal use, to maintain this standard throughout the period of the Lease.

2. External Property Standards

2.1. Access

All Homes shall have:

- Safe, well lit and easy access with no obstructions,
- Paths and yards (if present) which are reasonably surfaced so as not to present a tripping hazard and which shall be adequately drained so as not to retain standing water,
- Access stairways (if present) which are secure and not unreasonably steep, any stairway or step shall not vary from current building regulation requirements in such a way as to present an unreasonable level of hazard to users,
- Access stairways (if present) which have an adequate and securely fixed handrail.

2.2. Communal Areas (where applicable)

All communal areas shall be:

- Clean, tidy, well lit and well maintained,
- Maintained by a responsible landlord or managing agent who shall be identified.

2.3. Roof. (where applicable)

All Homes shall have:

- A roof or roofs which are well insulated (a minimum of 200 mm of rockwool insulation or equivalent where possible), watertight, free from all defects, loose or missing tiles/slates, etc.

2.4. Guttering (**where applicable**)

All Homes shall have:

- Adequate drainage from roofs,
- Downpipes secured to walls, gutters and downpipes which are free from blockages and in good repair.

2.5. Garden (**where applicable**)

All gardens shall:

- Be cleared of rubbish and have all vegetation, shrubs and trees cut back,
- Have their walls and fences in good order,
- Have gates (if present) that operate well with gate posts/pillars that are secure,
- Have sheds or ancillary buildings (if present) which are empty, in good repair and safe.

2.6. Rubbish Disposal

All Homes shall have:

- Sufficient bins provided for a normal household's use, depending on the size of the Home, in a clearly defined and easily cleaned bin storage area or adequate refuse storage and disposal facilities.

3. Internal Property Standards

3.1. Doors

Doors shall meet the following standards:

- All external front (main entrance) doors and frames shall be of exterior grade quality and should be reasonably secure from access by burglars. They shall have a 5 lever mortise dead lock with an additional "Yale type" latch, or where purpose made UPVC door has integral door locking mechanism and an internal chain,
- All other external doors shall have a five lever mortise dead lock with internal bolts,
- All external front doors shall open freely, have a bell or adequate knocker fitted and be clearly numbered,
- All internal doors shall open, close and fasten properly and have their keys removed, bathrooms and toilets should be provided with a courtesy latch that could be forced open by an adult if a child accidentally locks themselves in.
- All doors with large glass panels shall be fitted with safety glass or safety film.

3.2. Staircases (where applicable)

All staircases shall have:

- Gaps between their spindles and gaps between their balustrades which are no more than 100mm,
- All gaps between treads and risers filled in,
- A two way light switch provided in all stairwells/hallways with more than one floor so that the light can be switched off/on from either floor or floors,
- Be free from obstruction and not unreasonably steep,
- A suitable handrail.

All staircases should, where possible, conform to current building regulations. Any stairway or step should not vary from current building regulation requirements in such a way as to present an unreasonable level of hazard to users.

3.3. Walls and Ceilings

Walls and ceilings shall meet the following standards:

3.3.1. Dampness

- All Homes shall be free from damp, mould, condensation, peeling paper, etc
- Condensation occurs sometimes in all homes. Condensation problems due to structural features shall not be so pervasive as to constitute a health hazard or be a statutory nuisance,
- If a Home has been accepted for the Scheme, and subsequently found to suffer from significant condensation problems, then the AO in his absolute discretion shall have the right to require the landlord to provide and fit suitable heat recovery/ventilation systems.

3.3.2. Plaster

- All plaster shall be sound and show no movement when examined.

3.3.3. Decoration

- All surfaces shall be painted/papered/or tiled,
- All paint shall be cleaned and free from obvious marking, dirt, etc,
- All wallpapers shall be in good condition and free from defects,
- All woodwork shall be free from rot of any description and painted to a reasonable standard with gloss paint suitable stain or varnish.

3.4. Windows/Glazing

The following requirements shall apply to windows and glazing:

- Louvre windows and centre hung "swing" windows shall be accepted in the absolute discretion of the AO. All "swing" windows shall have a restraining bar,
- Any windows above ground floor level which open shall be fitted with a restrictor mechanism. This mechanism shall limit the windows opening to no more than 150 mm,

- Overlooked windows in bathrooms and toilets shall be glazed with obscure glass or treated with plastic film to provide privacy,
- New or replacement glazing installed after April 2002 shall consist of energy saving sealed double-glazing and comply with Building Regulations. To prove compliance it shall have:
 - a) A certificate showing that the work has been carried out by an installer registered with the FENSA scheme, and
 - b) A certificate from the local authority confirming that the installation has been approved under the current Building Regulations.
- All glazing which is under 800mm/2.8 feet from the floor (and greater than 25cm in any direction) shall be re-glazed with toughened glass or have safety film properly applied to prevent shattering if it is broken.
- All main habitable rooms (living rooms and bedrooms) shall have a reasonable glazed window area allowing reasonable levels of natural light. Bedrooms and living rooms should not have borrowed light or ventilation, e.g. from a glazed panel above a door.
- All windows shall be reasonably secure from entry by intruders

3.5. Ventilation

The following standards shall apply:

- All main habitable rooms (i.e. living rooms and bedrooms) shall have at least one twentieth of the floor area available as windows that open,
- This requirement also applies to kitchens, bathrooms and WC cubicles if they rely on natural ventilation (openable parts of windows should be easy to operate),
- If a kitchen, bathroom or a WC is an internal room it shall have mechanical extract ventilation,
- If mechanical ventilation is required in a kitchen it shall be capable of three air changes per hour,
- If mechanical ventilation is required in a bathroom and/or WC it shall be capable of three air changes per hour,
- A light switch shall activate any mechanical ventilation and the fan shall have a twenty minute overrun when the light is switched off.

3.6. Insulation

The following standards shall be met:

- All accessible loft spaces shall have a minimum of 200mm Rockwool insulation (or equivalent) properly laid,
- All hot water tanks should be foam lagged or have a good quality insulating cylinder jacket, which has been properly fitted,
- All water tanks and pipes which may be liable to damage by frost shall be adequately protected with lagging.

3.7. Heating and Hot Water Systems

Heating and hot water shall be provided and shall meet the following standards:

- There shall be either a full gas central heating and hot water system, which is preferred, or Electric Economy Seven night storage heating which is less than 5 years old, older units to be agreed at the absolute discretion of the AO, or thermostatically controlled electric panel heaters.
- If water heating is by electricity it shall be of reasonable capacity and have an on and off peak tariff.
- The heating shall be sufficient to maintain an internal room temperature of 21 degrees Celsius in the living room and 18 degrees Celsius in the bedrooms when the outside temperature is minus 1 degree Celsius,
- Boilers shall be less than 10 years old, older units to be agreed at the absolute discretion of the AO.
- All pipework to the boiler should be boxed in appropriate to its location.
- All gas heating systems shall have a 3 star British Gas Service Agreement or equivalent,
- All heating systems shall have a timer and thermostat,
- All hot water systems shall be able to operate independently from the heating system,
- Details for the location of the on/off switch shall be noted and provided to Service Users,
- Landlords shall provide a gas safety certificate and copy of the annual Gas Safe service agreement every year. A copy of the safety certificate shall be given to the Service User; The report should not have any items requiring attention.
- Homes with boilers fitted in bedrooms shall not normally be accepted. The AO may consent in his absolute discretion to a boiler being located in a bedroom, such consent shall be sought in advance of the Home being offered to the Council for letting,
- Operating instructions for heating/hot water system shall be provided to Service Users.

3.8. Electrical Items

All Homes shall meet the following standards:

- All Homes shall have a current NICEIC or NAPIT or equivalent competent person scheme electrical safety report. This report must have no items marked as requiring urgent attention or investigation,
- All electrical wiring shall be covered,
- All surface mounted wiring shall be enclosed in suitable plastic conduit,
- All RCD consumer unit shall be housed in a cupboard, with a childproof latch on the door to prevent access and ensure that cables under the meter are covered,
- Boiler and cooker. Fused spurs shall be provided,

An adequate number of appropriately spaced sockets shall be required. The following is guidance on numbers of sockets to be provided -

- Living room. 2 double sockets as a minimum
- Double bedrooms. 2 double sockets as a minimum
- Single bedrooms. 1 double socket as a minimum
- Kitchen. 2 double sockets at worktop height as a minimum, 1 socket for a fridge and one socket for a washing machine,
- Landing. 1 socket as a minimum.

3.9. Furniture

The following items shall be provided:

- Carpets or other suitable flooring, curtains, net curtains, light shades, cooker and fridge/freezer or a separate fridge and freezer. In the case of the latter items, size shall be dependent on the size of the Home concerned, i.e. a larger cubic volume is required for a four bedroom house than a one bedroom flat,
- At the discretion of the AO beds may be requested.
- Any other furniture left in the Home shall be left at the landlord's own risk, for which no further payment will be made and no repairing responsibility accepted,
- Any furniture shall comply with the Furniture and Furnishings (Fire Safety) Regulations 1988 (as amended).

3.10. Fire Safety

The following standards shall apply

- All Homes shall have adequate fire separation between separate units of accommodation
- All front doors to flats which lead off a communal hallway shall be half hour fire resistant doors, designed to meet BS476 and Part 22,
- If the kitchen adjoins a fire escape route, a half hour fire door complying with BS476, Part 22 shall be provided. If for any reason the AO agrees, in his absolute discretion, that this requirement is impracticable, then a mains powered electricity heat rise detector shall be installed in the kitchen and wired to a suitable alarm,
- All glazed kitchen doors shall have clear Georgian wire cast glass, or other suitable safety glass,
- A fire blanket shall be provided,
- The preferred standard for smoke alarms shall be electrically operated interlinked smoke alarms installed to each floor complying with BS5839, Part 6 and conforming to Grade D, Type LD2,
- As a minimum standard, and only at the absolute discretion of the AO, smoke alarms such as that recommended by the Fire Brigade with a built in 10 year battery shall be installed on each floor,
- Smoke alarms with removable batteries shall not be acceptable under any circumstances.
- All properties with a gas supply or solid fuel heating to be equipped with a Carbon Monoxide (CO) detector.

4. Room Standards

4.1. Kitchens

Kitchens shall meet the following minimum standards:

4.1.1. Cooker

- All rings shall operate,
- If free standing, the cooker shall be chained to the wall,
- The oven shall be clean and provided with shelves,

4.1.2. Sink

- Splash backs shall be tiled to a minimum of 300mm (two tiles high),
- Sinks and worktops shall be sealed around edges with silicone sealant,
- All waste pipes and traps shall be free of defects with no leaks or drips.
- Any holes around waste pipes and traps shall be sealed so as to prevent the ingress of vermin,
- Taps shall be in good condition (i.e. no dripping) and easy to operate by children or people with finger mobility problems,
- Kitchen units - all units shall be less than 10 years old and free from defects,
- There must be adequate work surface space for the size of the Home.

4.1.3. An adequate number of units shall be provided, below is suggested guidance -

- There shall be a minimum of two fitted floor unit (excluding the sink unit),
- There shall be a minimum of two drawers,
- There shall be a minimum of two fitted wall units,

4.1.4. Fridge/freezer or fridge and freezer

- The fridge/freezer or fridge and freezer shall be clean and in good working order,
- They shall have a capacity of at least 131 litres (fridge) and 61 litres (freezer).

4.1.5. Washing machine

Washing machines are not required but there shall be:

- Sufficient space for a washing machine to be installed under a work surface in the kitchen or equivalent position,
- Appropriate fittings to allow such installation to take place, and
- A non-return valve fitted to the waste pipe.

4.1.6. Floor covering

- Floor covering shall be of the vinyl type or tiled and shall be free from all defects.

4.1.7. Stopcock

- Location of stopcock should be identified.

4.2. Bathrooms

The following standards shall be provided:

4.2.1. Floor covering

- Floor covering shall be vinyl type or tile and shall be free from defects.
- Floors shall be sealed around their edges with silicone sealant.

4.2.2. Bath

- The bath shall be fitted securely and there shall be no leaks,
- Bathrooms shall be tiled to a height of 300mm around bath and well-sealed at the joints,
- All bath panels shall be free of defects,
- Generally, the standard to be reached in a bathroom is one where normal usage will not lead to any water ingress into the structure of the Home over the period of the lease.

4.2.3. Showers

- Showers are not essential but where provided the landlord shall ensure that their normal use will not damage the Home, through water ingress or otherwise,
- Separate shower cubicles shall be tiled to a height of 1.8 metres,
- All shower bases shall be adequately sealed and a curtain/door provided.
- Generally, the standard to be reached in a shower room is one where normal usage will not lead to any water ingress into the structure of the Home over the period of the lease.

4.2.4. Showers fitted above baths

- Tiling shall be of a sufficient height to protect the decoration of the wall (1.8 metres +),
- A shower door or curtain shall be provided and shall be of a sufficient standard to prevent water damage to the floor,
- A wall bracket shall be provided for shower attachments,
- The provision of a bath rather than a shower shall be strongly preferred. Homes with showers only shall be considered but only in exceptional circumstances and shall be accepted in the absolute discretion of the AO.

4.2.5. Washbasin

- The splash back shall be tiled to a minimum of 300mm (two tiles high),

- Washbasins shall be sealed around the edges with bathroom grade silicone sealant,
- Waste pipes and taps shall be free of defects with no leaks or drips,
- Taps to be easy to operate,
- Taps shall be in good condition (i.e. no dripping) and easy to operate by children or people with finger mobility problems.

4.2.6. A mirror and towel rail shall be provided.

- Light fittings shall be of a sealed type appropriate for bathrooms.

4.2.7. Toilet

- The toilet shall be clean, secure, free of defects, with a secure seat and the cistern shall fill at a reasonable rate,
- The floor covering in separate WC closets shall be free of all defects. Vinyl flooring or tiles shall be preferred with sealing at the edges with silicone. Carpet shall not be acceptable.
- A toilet roll holder shall be provided,
- In large Homes of 4 bedrooms or more, a second toilet is preferable.

4.3. Living Room and Bedrooms

4.3.1. Size/layout

- Living rooms shall be at least 80 square feet in area and large enough to comfortably contain a sofa, two armchairs and a television,
- Double bedrooms shall be at least 80 square feet in area,
- Single bedrooms shall be at least 50 square feet in area,
- Bedrooms accessed off another bedroom shall not count as a separate room,
- Rooms of less than 50 square feet cannot be used as living rooms or bedrooms,
- Every Home shall have a minimum of one double bedroom,
- Homes with unusual room layouts or shapes shall be accepted in the absolute discretion of the AO.

4.3.2. Carpets

- Carpets (or other suitable flooring) shall be provided. It shall have a good quality underlay, be clean, of reasonable quality and free from all defects such as excessive wear, loose seams, tainting, bare patches and so on,
- Laminate or other wooden flooring shall not be acceptable in flats above ground floor level unless the floor is of a solid concrete construction, because of potential noise disturbance.

4.3.3. Curtains

- Curtain rails shall be securely fitted above all windows.
- Curtains shall be clean, free from defects and when drawn at night prevent external viewers seeing into the room concerned, Net curtains shall be fitted to all windows.
- Blinds shall be accepted in the absolute discretion of the AO.

5. Pest Control Standards

- 5.1. The property should be free from pest infestations throughout. Where an infestation is present the provider should assess it having regard to the extent of the infestation and the effectiveness of any treatment in progress. Where treatment is absent or inadequate, they must engage the services of a reputable pest control operator to eradicate the problem at source and undertake periodic routine inspections. The manager should then keep a log book of periodic pest control treatments and keep it available for inspection by the Council.

Appendix 1B

HMO/SHARED ACCOMMODATION MINIMUM STANDARDS

There should be no Category 1 or serious Category 2 hazards present in the accommodation.

The main hazards likely to be encountered are summarized below.

1.1 Damp and Mould Growth (HHSRS Hazard 1)

Dwellings should be warm and dry and well ventilated. The relative humidity should be between 40% and 60% to limit mould growth and avoid conditions favourable to House Dust Mites. The structure and finishes should be free from rising and penetrating dampness and from persistent condensation. There should be sufficient and appropriate means of ventilation to deal with moisture generated by normal domestic activities and there should be provision for the removal of moisture-laden air from kitchens and bathrooms. If there is any evidence of excessive condensation or mould growth kitchens and bathrooms may require (humidistat) extractor fans.

1.2 Excess Cold (HHSRS Hazard 2)

The premises should be capable of being heated to and maintained at a temperature of 21°C when the outside temperature is -1°C. The heating must be controllable within each room and it must be available at all times. Heating systems and/or heating appliances should be regularly maintained. Windows and doors should be maintained in good repair to prevent excessive draughts from entering the premises.

1.3 Excess Heat (HHSRS Hazard 3)

The premises should be so ventilated, insulated, and screened so that the occupants do not suffer from exposure to excess heat during summer. Windows should be kept in good repair so they open and allow rooms to be provided with natural ventilation. The heating must be controllable within each room.

1.4 Asbestos (HHSRS Hazard 4)

Asbestos should not be present. However, if it is found, as removal is likely to result in an increase in airborne fibre levels, it should be managed in situ if it is undamaged, in good condition, in a location where it is not likely to be damaged, worked upon or disturbed. Where existing asbestos is damaged or is likely to be damaged or disturbed, an assessment should be made and action taken to repair, seal, enclose or remove it. Work on asbestos insulation, asbestos insulating board and lagging, including sealing and removal, must only be done by a contractor licensed by the Health and Safety Executive (HSE)

1.5 Biocides (HHSRS Hazard 5)

This hazard concerns threats to health from chemicals used to treat timber and mould growth.

1.6 Carbon Monoxide & Fuel Combustion products (HHSRS Hazards 6 & 9)

Gas appliances must be serviced annually and a gas safety check must be carried out by a Gas Safe registered engineer. A copy of the most recent gas safety certificate should be available for inspection.

1.7 Lead (HHSRS Hazard 7)

Lead was widely used in paintwork up until the 1960's. The main hazard arises from paintwork which has deteriorated and is flaking or damaged. All paintwork should be in good condition.

1.8 Lighting (HHSRS Hazard 13)

All habitable rooms and common areas should be provided with adequate natural and artificial lighting. Lighting should also be provided on external staircases so that occupiers can enter and exit the property safely in the dark. Occupiers should be able to carry out domestic and recreational activities without suffering eyestrain. Lighting systems should be maintained.

1.9 Noise (HHSRS Hazard 14)

Noise from external sources such as roads, railways, aircraft, industrial or commercial premises may present a problem. Where a problem is encountered adequate insulation should be required. As homeless persons will spend large amounts of time in the accommodation, premises located close to excessive external noise sources may be unsuitable for this use. Excessive

internal noise sources such as noisy plumbing, boilers, lifts, extractor fans, etc. should be attenuated and where this is not possible rooms may be deemed unsuitable for use.

1.10 Food Safety (HHSRS Hazard 16)

Kitchen facilities should be designed and laid out to allow for the safe and hygienic storage, preparation and cooking of food to reduce the risk of food poisoning. Food preparation surfaces, food storage areas, wall and floor coverings should be impervious and capable of being cleaned. Kitchen facilities should be maintained in good repair so that the risk of harbourage for pathogenic organisms is reduced.

1.11 Water Supply HHSRS Hazard 18)

All occupiers should have ready access to a cold potable supply of water for drinking and cooking purposes at all times.

1.12 Domestic Hygiene, Personal Hygiene, Sanitation and Drainage (HHSRS Hazards 15, 17 & 19)

There should be suitable and sufficient personal washing and clothes washing facilities available to the occupiers. There should be adequate drainage and sanitation at the premises. Sanitary ware should be maintained in a good condition to reduce the risk of infection to the occupiers.

2. FIRE SAFETY

- 2.1 Owners/managers have a duty to carry out a fire risk assessment, which must be recorded if there are 5 or more persons employed by the company or if an HMO licence is in force. It is good practice to have a written risk assessment in all cases. Inspecting officers should audit the risk assessment and inspect the premises against the findings of the risk assessment.
- 2.2 The level of fire precautions required will depend on the type of accommodation and the risk it presents. Temporary accommodation for homeless persons will generally be considered higher than normal risk due to the mode of occupation. The fire precautions considered necessary and appropriate will vary with accommodation type.
- 2.3 The standards expected are generally those recommended in the LACORS : Housing - Fire Safety Guide but for commercial bed and breakfast hotels (B&B) the appropriate guidance is the Home Office: Sleeping Accommodation Guide.
- 2.4 The Fire and Rescue Authority are the lead enforcement authority for this type of premises generally but where exclusively used for homeless persons placements, premises will likely constitute a House in Multiple Occupation (HMO) and may require a licence in which case the local council will be the lead authority.

2.5 A simple guide to fire precautions

AFD= Automatic Fire Detection and Warning System (Fire alarm)

<p>Commercial B&B. HMO accommodation, with shared kitchen facilities and no cooking within rooms.</p>	<p>Full 30 minute protected escape route to an ultimate place of safety. Grade A, LD2 system of AFD. Emergency lighting throughout escape route Emergency Fire Exit signs throughout escape route Fire blankets in shared kitchens Fire instruction notices (in appropriate languages)</p>
<p>HMO accommodation with cooking facilities within bedrooms.</p>	<p>Full 30 minute protected escape route to an ultimate place of safety. Mixed AFD system, (Grade A, LD2 system with smoke detectors throughout except sleeping rooms containing cooking facilities which will have heat detectors plus a Grade D, non-interlinked smoke alarm). Emergency lighting throughout escape route Emergency Fire Exit signs throughout escape route Fire blankets inside bedrooms and any shared kitchens.</p>
<p>House converted to self-contained flats with</p>	<p>Full 30 minute protected escape route to an ultimate place of safety.</p>

separate kitchen. (Single household occupancy).	Grade A, LD2 AFD system – no detection required in bedroom. Emergency lighting throughout common escape route Emergency Fire Exit signs throughout common escape route Fire blankets in kitchens Fire instruction notices (in appropriate languages)
Buildings of 3 or more storeys converted to self-contained studio flats with cooking facilities within living/bedrooms.	Full 30 minute protected escape route to an ultimate place of safety. Mixed AFD system, (Grade A, LD2 system with smoke detectors throughout except sleeping rooms containing cooking facilities which will have heat detectors plus a Grade D, non-interlinked smoke alarm). Emergency lighting throughout escape route Emergency Fire Exit signs throughout escape route Fire blankets inside living/bedrooms and any shared kitchens.
Buildings of no more than 2 storeys converted to self-contained studio flats with cooking facilities within living/bedrooms.	Full 30 minute protected escape route to an ultimate place of safety. Mixed AFD system, (Grade D, LD2 system with smoke detectors throughout except sleeping rooms containing cooking facilities which will have heat detectors plus a Grade D, non-interlinked smoke alarm). Fire blankets inside bedrooms and any shared kitchens.
Self-contained flat in building of more than 3 storeys and with separate kitchen. (Single household occupancy).	Full 30 minute protected escape route to an ultimate place of safety. Mixed AFD system: Grade A: LD2 coverage in the common areas and a heat detector in each flat in the room/lobby opening onto the escape route (interlinked); plus Grade D: LD3 coverage in each flat (non-interlinked smoke alarm in the room/lobby opening onto the escape route) Emergency lighting throughout common escape route Emergency Fire Exit signs throughout common escape route Fire blanket in kitchen
Self-contained flat in building of no more than 2 storeys and with separate kitchen. (Single household occupancy).	Full 30 minute protected escape route to an ultimate place of safety. Mixed AFD system: Grade D: LD2 coverage in the common areas and a heat detector in each flat in the room/lobby opening onto the escape route (interlinked); plus Grade D: LD3 coverage in each flat (non-interlinked smoke alarm in the room/lobby opening onto the escape route) Fire blanket in kitchen
House occupied by a single household (no more than 3 storeys in	No requirement for full 30-minute protected route but the escape route should have sound, traditional construction and should

eight).	<p>not pass through risk rooms. No requirement for fire doors but sound, well-constructed and close-fitting conventional doors are required.</p> <p>Grade D, LD3 AFD system: interlinked mains wired smoke alarms with integral battery back-up located in the escape route at all floor levels; additional interlinked heat alarm with integral battery back-up located in the kitchen; additional interlinked smoke alarm with integral battery back-up located in the lounge.</p> <p>Fire blanket in kitchen</p>

Fire safety installations should be in accordance with the following British Standards:

Automatic fire detection and warning systems: BS 5839: part 1 or Part 6 (as appropriate)

Emergency escape lighting: BS 5266-8: 2004 (BS EN 50172: 2004)

Fire Extinguishers where provided: BS 5306-3 and with the manufacturer's recommendations.

Effective management of fire precautions is essential.

3. HEALTH, SAFETY AND WELFARE

3.1 This section concentrates on health and safety issues arising from the Health and Safety at Work etc. Act 1974 and associated regulations but there is cross-over with hazards that are assessed under HHSRS.

3.2 There are a wide range of health and safety issues. The following checklist of documentation should be used to assess compliance with the specific health and safety requirements listed below it:

- Health and Safety Policy
- Health and Safety Risk Assessments
- Annual Gas Safety Certificate
- COSHH assessments
- Asbestos Survey report
- Legionella risk assessment
- Fire Risk Assessment
- RIDDOR accident book
- Health and Safety Information for Employees notice
- Periodic Electrical Inspection report
- Electrical Appliances PAT testing record.

Fire alarm system test certificate (BS5839: Part 1, section 6).

Annual test certificate for emergency lighting system (BS 5266-8: 2004)

3.3 Health and Safety Policy

Owners/managers must provide a Safety Policy to safeguard the health and safety of employees and visitors to the premises if there are 5 or more persons employed by the company. An individual hotel premises may have less than 5 staff but the requirement to provide a Safety Policy relates to the company as a whole, not individual premises.

3.4 Health and Safety Risk Assessments

Owners/managers have a duty to carry out health and safety risk assessments which must be written down if there are 5 or more persons employed by the company. These should cover all activities which take place on the premises. An assessment under violence at work and/or lone working may be appropriate for receptionists or night staff.

3.5 Gas Safety

Owners/managers are required to service all gas appliances annually. Only competent installers are allowed to fit or work on gas appliances. They must be Gas Safe registered. The manager is required to keep a record of all contractors who work on the gas installations.

3.6 Hazardous substances

Owners/managers are required to assess and control any hazardous substances at their workplace (COSHH Regulations). Any hazardous substance cannot be used without first making an assessment of its risk and necessary control measures to eliminate or minimise that risk. These requirements apply to substances classified as "harmful", "irritant", "toxic/very toxic" or "corrosive". Consideration should be given particularly to cleaning materials and pesticides used on site. It is important that all hazardous substances such as cleaning chemicals are stored securely to prevent access to them by occupiers.

3.7 Asbestos

Owners/managers are required to undertake a survey to detect the presence of asbestos within the premises. If any asbestos is present, the potential risk to occupiers should be assessed and, if necessary, remedial works undertaken. Any asbestos removal must only be undertaken by a specialist contractor licenced by the Health and Safety Executive.

3.8 Legionella

Owners/managers are required to undertake a risk assessment for legionella.

This should:

Identify and assess sources of risk;

Prepare a scheme (or course of action) for preventing or controlling the risk;
Implement and manage the scheme – appointing a person to be managerially responsible, sometimes referred to as the ‘responsible person’;
keep records and check that what has been done is effective;
if appropriate, notify the local authority that you have a cooling tower(s) on site.

4. **AMENITIES**

4.1 Generally, amenities must be provided in sufficient numbers and at least to the minimum standards in this guide. This is to facilitate safe use and ready availability. They must be available for residents’ use at all times. They should not be regarded as an absolute prescriptive standard.

4.2 Kitchen facilities

Ideally a kitchen should be provided for the exclusive use of each household. In practice, kitchens for exclusive use will not always be practicable.

4.2.1 Shared Kitchens

There should be a minimum of one set of kitchen facilities for every 5 households or single residents.

Kitchens should be reasonably located and not more than one floor distant from the rooms that they serve. A relaxation is reasonable for smaller premises of not more than approximately 30 bed spaces and three storeys in height, where cooking facilities may be provided in one area, in association with adequate dining facilities.

Each set of shared kitchen facilities requires a minimum kitchen floor area of 6.0m². No more than 2 sets of cooking facilities may be provided in a kitchen and for 2 sets a minimum kitchen floor area room of 11m² is required. Where 2 sets are provided the design and layout of the kitchen should be such that each set of facilities is grouped together and separately from the other to avoid conflicts in use.

A set of shared cooking facilities should comprise:

Gas/electric cooker with 4 burners, oven and grill

Stainless steel sink/drainer, reasonably located (minimum size 1000mm x 600mm) with hot and cold water and a tiled splash back.
2 double 13 amp power sockets.
A suitable worktop (minimum area 1000mm x 600mm).
Lockable storage cupboards within the kitchen.

Kitchens provided should be properly designed and laid out so as to avoid any Category 1 hazards under HHSRS. Particular attention should be paid to the position and operability of amenities.

Kitchens are to be restricted for residents' and staff use only. Other guests are to be excluded.

Kitchens used by staff to prepare food for commercial purposes should not be available to residents.

4.3 Bath/Shower rooms

Ideally bathing facilities should be provided for the exclusive use of each household. In practice, this will not always be practicable and in such cases the minimum standards below apply to shared facilities:

There should be a minimum of one set of bathing facilities for every 5 residents.

Facilities should not be located more than one floor distant from the rooms they serve.

Baths – minimum size 1700mm x 700mm, housed in a bathroom with adequate drying space (2.3m²).

Showers – minimum size 800mm x 800mm, housed in a shower room with adequate drying space (1.7m²).

4.4 Water Closets

Ideally WCs should be provided for the exclusive use of each household. In practice, this will not always be practicable and in such cases the minimum standards below apply to shared facilities:

There should be a minimum of one WC for every 5 residents.

WCs should not be located more than one floor distant from the rooms they serve.

All WC compartments should be provided with a wash hand basin.

WC compartments should be not less than 1.2m² in floor area.

No more than half the WCs provided should be located in a bath/shower room.

4.5 Wash hand basins

Wash hand basins should be provided in all bedrooms except where an en suite bathroom containing a wash hand basin is provided.

Wash hand basins must be provided in all shared WC compartments and in all shared bath/shower rooms that contain a WC.

5. MANAGEMENT STANDARDS

5.1 Standard of repair, cleanliness and decoration

A cleaning schedule should be in place for the entire property. The frequency of the cleaning should be appropriate to the type of accommodation and level of occupation.

Shared kitchens, bathrooms and WCs should be cleaned daily.

Individual room lettings should be cleaned at a frequency appropriate to need.

The cleaning schedule should be adequate to ensure that all parts of the property are maintained in good, clean decorative repair.

5.2 Management of overcrowding

Owners/managers are required to ensure that the crowding and space standards are not contravened and to deal with any unauthorized occupancy as soon as it is noted.

5.3 Pest Control

The property should be free from pest infestations throughout. The owner/manager should then keep a logbook of periodic pest control treatments and keep it available for inspection by the local authority.

5.4 Food Safety (catering)

Where staff prepare food for residents, the kitchen should comply with the Food Hygiene Regulations.

5.5 Maintenance of installations and equipment

Owners/managers are required to ensure that:

A service and gas safety check is carried out on all gas appliances annually. Only engineers who are Gas Safe registered are permitted to undertake this.

The electrical installation is inspected and tested at least every five years. Only a suitably qualified contractor, registered as a Part P 'Competent Person' with a scheme that has been approved by The Department for Communities and Local Government (CLG) are permitted to undertake this.

The fire alarm system is serviced, maintained and tested in accordance with the BS5839: Part 1 (Hotels and hostels), or Part 6, (dwellings and HMOs). In practice, for a Grade A system, this will mean a six-monthly service by a competent person and routine testing by the owner/manager. For grade D systems alarms should be cleaned annually and tested by the owner/manager monthly. Inspecting officers should inspect the logbook and six-monthly test certificate which must be provided by a "competent person".

The emergency lighting system is serviced, maintained and tested in accordance with the BS 5266-8: 2004, as amended by BS5266, Part 1: 2011. In practice this will mean an annual discharge test by a competent person and routine testing by the owner/manager. Inspecting officers should ask to see the logbook and annual test certificate which must be provide by a “competent person”.

Fire extinguishers and Fire Blankets should be checked periodically by the owner/manager to ensure they are in place and extinguishers have not been discharged.

Extinguishers must be tested and maintained annually by a “competent person”.

For servicing and testing by a “competent person”, the owner/manager will normally be expected to have an on-going maintenance contract in place.

5.6 Refuse storage facilities

The owner/manager must ensure that sufficient bins/receptacles are provided that are adequate for the requirements of all residents for the storage of refuse and litter pending disposal and make satisfactory arrangements for its collection and disposal with the Local Authority or a reputable commercial waste disposal contractor.

5.7 Display of ownership and management details

The name, address and contact number of the manager of the premises must be clearly displayed in a prominent position in the reception or entrance hall.

5.8 On-site management

The owner/manager shall take such appropriate action where occupiers are acting or behaving in a way which creates hazards or frustrates the management of the property in accordance with these standards.

Larger premises of over 30 rooms should have 24-hour on-site management.

APPENDIX 1: SPACE STANDARDS

- a. Nightly-rate temporary accommodation for homeless persons will usually be limited to sleeping rooms plus amenity rooms. Additional living rooms, dining rooms, store-rooms etc. are uncommon. It is essential, therefore, that there is adequate space within the allocated rooms and that the property overall is not overcrowded. The following space standards are regarded as an absolute minimum for sleeping rooms and are based on the Statutory Overcrowding provisions in Part X of the Housing Act 1985. Where the property comprises a licensed HMO, the licensing standards adopted by the LHA in which it is situated will take precedence.

- b. Sleeping rooms not containing cooking facilities:

Floor Area of Sleeping Room	Maximum Number of Persons

Less than 6.5 m ²	Nil
Not less than 6.5 m ²	1
Not less than 10.2 m ²	2
Not less than 14.9 m ²	3
Not less than 19.6 m ²	4
Not less than 24.2 m ²	5
No more than 5 persons should be required to occupy any room	

Sleeping rooms containing cooking facilities

Floor Area of Sleeping Room	Maximum Number of Persons
Less than 10.2 m ²	Nil
Not less than 10.2 m ²	1
Not less than 13.9 m ²	2
Not less than 18.6 m ²	3
Not less than 23.2 m ²	4
Not less than 27.9 m ²	5
No more than 5 persons should be required to occupy any room	

- c. Rooms must have a minimum floor to ceiling height of at least 2.14m over not less than 75% of the room area. Any floor area where the ceiling height is less than 1.53m should be disregarded.
- d. In addition to measuring the gross floor area of rooms, consideration must be given to the shape and usable living space to determine whether rooms are suitable for occupation and to what occupancy level.
- e. The space standards specified in this guide are low, reflecting the temporary nature of the accommodation. The room size should not be reduced further by including floor space which does not contribute practically towards the useable space.
- f. The floor area taken up by a solid chimney breast should be discounted.
- g. Built in storage space (cupboards, wardrobes, etc.) should be counted as this would occupy the room's main floor space if it were not present.
- h. Account should be taken of entrance lobbies/corridors within rooms. Where the room door opens into a narrow space, the floor area covered by the swing of the door should be discounted.

- i. In addition to the net floor area, consideration should be given to the shape of the room. Single rooms should have a minimum width of 1.8m. Rooms for two or more persons should have a minimum width of 2.3 m.

Appendix 3 – [For LB Newham]

BED & BREAKFAST BOOKING FORM

FROM

Authority	LONDON BOROUGH OF NEWHAM
Service Address	Housing Needs Strategic Commissioning Bride House 1 ST Floor 320 High Street Stratford E15 1EP
Invoice Address	Housing Needs Strategic Commissioning Bride House 1 ST Floor 320 High Street Stratford E15 1EP
Contact Ref:	Booking Officer: Phone: E-mail: bb.managingagents@newham.gov.uk
Booking Number	NECTR Booking Ref: Offer Ref: <i>To be quoted on all correspondence relating to this Order:</i>
Booking Date	
Name of Service User	
Application No.	
Telephone Number	
Detail of Family Members:	
(3.4) Location(s) at which the Services are to be provided:	

TO

Provider:	
Provider's Booking Manager: E-mail Telephone number	
Address	

1. SERVICES REQUIREMENTS
(1.1) Services [and Deliverables] Required: To include type of accommodation required and family composition of service user Accommodation Type: Location: Fully Accessible:
(1.2) Commencement Date:
(1.2) Price Payable by Authority
(1.3) Completion Date:

2 ADDITIONAL REQUIREMENTS
(2.1) Supplemental Requirements in addition to Booking Terms and Conditions:

3. PERFORMANCE OF THE SERVICES [AND DELIVERABLES]
(3.1) (a) Key Personnel of the Provider to be involved in the Services [and Deliverables]: i.e Provider Manager of the Provider (b) insert contact details if different from Booking Manager: LEAVE AS BLANK
(3.2) (a) Hotel Manager of the Provider to be involved in the Services [and Deliverables]: (ai) insert contact details if different to (3.1)
(b) Emergency Contact

3. PERFORMANCE OF THE SERVICES [AND DELIVERABLES]
(bi) insert contact details if different to (3.2)
(3.3) Performance Standards. In accordance with Performance Standards set out in the Agreement unless otherwise stated in this Booking
(3.4) Location(s) at which the Services are to be provided:
(3.5) Quality Standards. In accordance with the Quality Standards set out in the Agreement unless otherwise stated in this Booking
(3.6) Contract Monitoring Arrangements. In accordance with the Contract Monitoring Arrangements set out in the Agreement unless otherwise stated in this Booking

4. CONFIDENTIAL INFORMATION
(4.1) The following information shall be deemed Commercially Sensitive Information or Confidential Information:- Full duty owed.
(4.2) Duration that the information shall be deemed Commercially Sensitive Information or Confidential Information

BY RETURNING THIS BOOKING FORM THE PROVIDER AGREES to enter a legally binding contract with the Authority to provide to the Authority the Services specified in this Booking Form (together with, where completed and applicable, the (additional requirements) set out in section 2 of this Booking Form) incorporating the rights and obligations in the Booking Terms and Conditions set out in the Agreement entered into by the Provider and the Authority on 11/05/2020.

For and on behalf of the Provider:-

Name and Title	
----------------	--

E -Signature	I agree the terms of the booking as those of the approved list <input type="checkbox"/> I decline the booking <input type="checkbox"/> because _____ .
Date	

[For LB Enfield]

LONDON BOROUGH OF ENFIELD

**Homeless Persons Team, John Wilkes House
Confirmation of Emergency Accommodation Placement**

Address:	
-----------------	--

Family Details:	
Family Name:	

Children/Others:			
Surname:	First Name:	Rel:	DOB:

Relevant Information For Allocation:

Nightly Rate:	
Type Of Property:	
Booking Commenced:	
Booking Officer:	

Please notify me if any variation occurs in the number of person actually residing in the accommodation and or when the family vacates.

Any matters arising in respect of this family should be directed to this office.

Date

Signed:

On behalf of London Borough of Enfield

[For LB Waltham Forest]

Agent details

Allocation Officer

Direct line: 020 8496 5521

Our
Email:

Date:

Dear Sir/Madam

Re: Booking

I require accommodation at the following address:

No	Name	Date of Birth

Booking Date: 28.11.16

COST: £

On contract: no
(If not on contract senior authorisation required)
To meet at the property: (time)
Support & resettlement team info

Mobile:
Yours Sincerely

Allocation Officer (Temporary Accommodation)

[For LB Redbridge]

Bed & Breakfast/Nightly Let Placement Form

Placement:

Title:
 First Name:
 Surname:
 Date of Birth:
 Ethnic Origin:
 Contact Number:
 HACSYS Number:

Tenant Status
 Last Known Address:
 Name of Supplier:
 Date of Placement:
 Address of Placement:
 Agreed Nightly Charge:

Family Composition: 1

Name	Title	Date of Birth
No. of Children Under 1 years old:		
No. of Children Under 18 years old:		
Benefits:	YES	
Employed:	Unknown	
Number of Nights	Unknown	

Authorized by:
 Booking/Income Recovery Officer:
 Allocated Case Worker:
 Priority Need:
 Reason for Placement:
 Housing Benefit Form Completed
 UPRN
 Date:

Appendix 4 [For LB Newham]

VARIATION FORM - CANCELLATION

FROM

Authority	LONDON BOROUGH OF NEWHAM
Service Address	Housing Needs Strategic Commissioning Bridge House 1 st Floor 320 High Street Stratford E15 1EP
Invoice Address	Housing Needs Strategic Commissioning Bridge House 1 st Floor 320 High Street Stratford E15 1EP
Contact Ref:	Booking Officer: Phone: 0208 430 2000 Ext. E-mail: bb.managingagents@newham.gov.uk
Booking Number	<i>To be quoted on all correspondence relating to this Order:</i>
Application Ref	
Booking Date	

TO

Provider:	
E-mail Telephone number	
Address	

Name of Service User

Description of accommodation

The Booking is varied as follows:

Termination of booking with effect from:

“Attention is drawn to paragraph 4.10 “Terminations” under the agreed Service Delivery Requirements (Part B).

The Provider is responsible for taking all steps necessary to secure the departure of the Service User and must

Bear all cost and expense involved in obtaining vacant possession. The Provider must at all times comply with the law when bringing to an end the Service User's rights of occupation.

Note: Words and expressions in this Variation shall have the meanings given to them in the Contract. The Contract, including any previous Variations, shall remain effective and unaltered except as amended by this Variation.

[For LB Waltham Forest]

Agent

Ref
Email:
Date

Dear Sir/Madam

Re: NLA Cancellation

Notice of accommodation to be cancelled at the following address:

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

Yours Sincerely

Allocations Officer Temporary Accommodation

[Redbridge]

Cancellation and Extension form for Nightly Let and Bed & Breakfast

NAME: _____ HACYS: _____ Family Composition: Applicant only

Name of Agent,
Address being last Nighted:-

REASON FOR LAST NIGHT: Last Night in Accommodation: _____ Extended to date _____

Officer Initiating: HO _____ Daniel Sage _____ Dated: 2/12/16

When requesting a last night for applicants in either a Nightly Let or B&B, please make sure to complete all the required fields located above.

It is very important to complete the "Cancellation Reason" box, this will give the last night administrator a clear indication of whether this is an actual last night or just a threat, If this box is NOT filled in your last night will NOT be actioned!!

Email this form to: Charging Policy Administration

+

LONDON BOROUGH OF ENFIELD
Homeless Persons Team, Housing Needs
Cancellation of Emergency Accommodation

To

Main Applicant

Mr/Mrs/Miss/Ms	<input type="text"/>
----------------	----------------------

Family Details

Name	Age	Relationship to Main Applicant
<input type="text"/>	<input type="text"/>	<input type="text"/>
<input type="text"/>	<input type="text"/>	<input type="text"/>

Address	<input type="text"/>
<input type="text"/>	<input type="text"/>

Further to our email conversation on:

Time	<input type="text"/>
pm	<input type="text"/>

The last payment made by this Council in respect of the above family will be for the night of

The Council will not be responsible for any luggage left anywhere in the property after the above date.

Any matter arising in respect of this family should be directed to this office.

Signed _____ Date _____
on behalf of London Borough of Enfield –

Appendix 6

REPAIRS PRIORITY LIST

The following 3 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.

Priority A: Make safe within 2 hours; maximum time for completion of 24 hours.

- 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 racist or sexist graffiti, or graffiti of an offensive nature to gay men and lesbians
- Replacement of missing or badly damaged manhole covers

Priority B: Maximum time for completion 5 working days

- 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

Priority C: Maximum time for completion 28 working days

- 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 aprons

Appendix 7

[for Waltham Forest]

CONFIRMATION OF BOOKING LETTER

Ask for

Ext:

Our ref:

Your ref:

Date:

Temporary Accommodation Agreement

The Council has accepted an application from you for housing under Part VII of the Housing Act 1996 and Homelessness Act 2002. The Council has arranged for you and the following persons,

.....

.....

to be temporarily housed in accommodation provided to you by a private agent (“proprietor”) at:

from:

At the date of this letter, the weekly charge for this accommodation (“the charge”) is:

	£
Room
Cooking charges
Heating
Hot water & Laundry
Lighting charge
Breakfast charge
Supporting People charge
Total

The Accommodation charge may be varied from time to time by the proprietor giving you seven days' notice in writing.

Please note the following:

1. You (and, as appropriate, your family) will be allocated a room/rooms ("your room") by the proprietor. You may have to share accommodation with other persons not within your family, for instance, a kitchen, a bathroom or a toilet. From time to time, you may be required by the proprietor to move to different room/rooms.
2. Although the Council have arranged for you (and, as appropriate, your family) to occupy your room, it is provided to you by the proprietor and not the Council. As a consequence, the Council is not responsible for the state of the accommodation or the buildings or the conditions of occupation.
3. The Council will pay the accommodation charge until they cease to be under a duty to secure accommodation for you (and, as appropriate, your family) or until you cease to occupy your room, whichever event happens first, provided
 - a you apply for housing benefit before moving into your room or, unless otherwise agreed by the Council, within seven days of moving in;
 - b you co-operate fully and as soon as possible with any requests for information made to you by the Council's housing benefit department;
 - c where the amount of your housing benefit is less than the accommodation charge you pay the difference to the Council as and when it is due.
 - d where you are not entitled to any housing benefit, you pay the full accommodation charge to the Council as and when it is due.
 - e where the proprietor increases the accommodation charge, you notify the council's housing benefit department as soon as possible; if you fail to do so, you may be liable to pay the amount of the increase.
4. Any amount that you are to pay to the Council must be paid to London Borough of Waltham Forest. Details of where to pay will be provided separately.
5. You (and, as appropriate, your family) must behave responsibly by complying with any conditions imposed on you by the proprietor and observing any rules which apply to your room; in particular, you must ensure that you do not cause nuisance or annoyance to other residents and the proprietor.
6. The Council are not responsible for any damage to your room that is caused by you (or, as appropriate) your family, or any additional expenses, which are imposed on you by the proprietor.
7. If you (or, as appropriate, a member of your family) intend to be absent from the accommodation overnight, you must notify the Council of this beforehand; if you fail to do so, it may result in you losing your room.

8. If you:
- a fail to pay any charges to the Council when they are due, or
 - b fail to observe any of the other conditions set out in this letter, or
 - c fail to observe any of the proprietor's rules,

the Council may cease to be under a duty to secure that the accommodation continues to be available for your occupation.

9. The Council will notify the proprietor when their homelessness duty to you comes to an end. It is then for the proprietor to decide whether to require you to leave your room or not.
10. An agent or council officer may have occasion to enter the accommodation occupied by you in your absence in pursuance of his/her duties. You must allow access to your accommodation to the proprietor and authorised officers of the council at any time, without prior notice.
11. The purpose of this letter is to inform you of the basis upon which accommodation has been secured. The Council has no intention of entering into binding legal relations to provide you with accommodation and nothing in this letter should be understood to give rise to grant of a licence or a tenancy to you by the Council.
12. Personal belongings are not insured by the council or managing agent. Home contents insurance is solely your responsibility as the occupier of the property.

I attach a copy of this letter. If you wish the Council to secure your accommodation on the basis set out above, please sign the statement at the bottom of the copy and return it to me.

Yours sincerely

I,

Have read (or had read to me) and understand this letter. I understand the basis upon which the Council are willing to secure accommodation for me (and, as appropriate, my family).

Name

Signed.....

Printed

Date

Appendix 7

[for Redbridge]

CONFIRMATION OF BOOKING LETTER Dear <salutation> <name>

Re: <offer address>

Offer of Temporary Housing by Licence under Part VII of the Housing Act 1996 and Homelessness Act 2002 From the Night of <date>

1. Our Offer of Housing to You

The London Borough of Redbridge (the Council) has agreed that a private third-party (the Provider) will make available to you temporary housing at the above address.

If you agree to accept this offer of temporary housing and you move in, you will become responsible for paying to the Council a Nightly Charge of <charge> for each and every night that you stay at the above address.

This temporary housing will be available for your use from the night of <date>.

Housing Benefit pays a proportion of your living expenses incurred for your stay in Temporary Housing. Please note that your weekly rent is calculated using the following steps:

- Number of people in your household
- Bedroom size of your property
- If a member of your family is employed, please note that you will not be entitled to full housing benefit, the amount that you are entitled to will vary in accordance with those earning.

You should also be aware that your cost per week is based on an initial assessment review of your circumstances and covers the cost of utilities, which are ineligible for housing Benefit, these are subject to change and the Council will give you seven days notice prior to any change:

- Heating and Hot Water Charges
- Lighting Charges
- Cooking Charges
- Service Charges
- Water Charges

Therefore your initial charge will be <charge> per week, until such time as your Housing Benefit claim has been assessed.

The Council has set up an account in your name. Your payment number is <number> and you will be provided with a payment card to allow you to make payments into your account. A list of payment methods is set out below.

You are also responsible for Council Tax payment in your current accommodation.

2. Housing Benefit and Council Tax Benefit.

You must complete a Housing Benefit Claim Form (the Form) to help you meet the cost of your temporary housing before moving in to your temporary housing or within the next seven days, if the Council agrees this. The Council will give you help to complete the Form and will tell you of the list of documents/papers that you will need to give to the Council to allow us to process your claim for Housing Benefit and Council Tax Benefit.

When the Council gets your fully completed Housing Benefit Claim Form and all the documents/papers needed to back up your Housing Benefit Claim it will take about two weeks to work out how much Housing Benefit you will get. You will then get a letter from the Council telling you the money that the Council will give you each night towards the cost of your Nightly Charge.

Housing Benefit and Council Tax Benefit are means tested. The amount of money you will get is based on the size of your household income and your personal circumstances.

The amount of Housing Benefit that you get may change over the course of your stay at the above address. The Council will review your income during your stay and will change your Housing Benefit to take account of any changes in the income of you or your family. Your Housing Benefit will be paid directly into your account every four weeks in arrears.

You are personally responsible for paying that part of your Nightly Charge, which is not paid for by Housing Benefit. In particular you must pay to the Council any of the Charges set out above that are in addition to your Occupancy Charge. This is because Housing Benefit does not pay for these Charges. This means that you must pay, yourself, this part of your Nightly Charge to the Council for each and every night that you stay in your temporary home. If you are not entitled to Housing Benefit you must pay your full Nightly Charge.

You must provide us with all the information that we need to work out your Housing Benefit no later than 7 days after you move into your accommodation. If you do not do this it is possible that arrears will start to grow on your account. You will be personally responsible for paying these arrears to the Council; this means that Housing Benefit will NOT pay for these arrears. If you fail to apply for Housing Benefit, or fail to provide all of the information required for the Council to work out your entitlement to Housing Benefit, the Council may end your temporary housing and evict you.

3. **Payment Methods**

You can make a payment towards the cost of your temporary housing;

- At any post office and at the cashiers office in Clements Road using the payment card which will be given to you in ten days' time;
- Using the online payment service accessible on the Council's website, www.redbridge.gov.uk/toolkit/payit and by quoting the reference listed on your payment card;
- Using the telephone payment service available on 0208 708 4462, again quoting the reference payment card;
- By cheque payable to the "London Borough of Redbridge";
- By direct debit or standing order. To do this, please contact your Income Recovery Officer for details.

The first method of payment is free. All the other methods of payment may include a telephone or bank charge.

4. **Your Income Recovery Officer**

A dedicated Income Recovery Officer will be assigned to you who will be available to answer any questions that you have on the above. Should you have any queries please ring <name/number>.

You must contact your Income Recovery Officer immediately should you find yourself unable to meet the part of your Nightly Charge that you must pay yourself and/or if you cannot complete your Housing Benefit application within 7 days after you move into your accommodation.

5. **Failure to Pay**

If you fail to pay your Nightly Costs in full then the Council may cancel your temporary housing. This also means that the Council may not have any obligation to re-house you in future.

6. **Occupying Your Temporary Housing by Licence of the Provider**

You (and, as appropriate, your family) will be allocated a room(s) or unit of accommodation ("unit") by the Provider. Only those persons named in your Homelessness Application as members of your family may stay overnight at the unit.

You may have to share accommodation with other persons not within your family, for instance, a kitchen, a bathroom or a toilet.

From time to time, and for any reason, you may be required by the Provider to move to a different unit, either in the same building or anywhere else.

Although the Council have arranged for you (and, as appropriate, your family) to occupy the unit, it is provided to you by the Provider and not the Council. As a consequence, the Council is not responsible for the state of your room or the buildings or the conditions of occupation.

The Council will pay your Nightly Charge until the Council ceases to be under a duty to secure accommodation for you (and, as appropriate, your family) or until you cease to occupy your unit, whichever event happens first.

You (and, as appropriate, your family) must behave responsibly by complying with any conditions imposed on you by the Provider and observing any rules, which apply to your unit; in particular, you must ensure that you do not cause nuisance or annoyance to other residents and the Provider.

The Council is not responsible for any damage to your unit that is caused by you or, as appropriate your family, or any additional costs, that are imposed on you by the Provider.

If you (or, as appropriate, a member of your family) intend to be absent from your unit overnight, you must notify the Council of this beforehand; if you fail to do so, it may result in you losing your unit.

If you:

- a fail to observe any of the conditions set out in this letter, or

- b fail to observe any of the Provider's rules.

The Council may cease to be under a duty to secure that your unit continues to be available for your occupation.

You are asked to note that because you are only a licensee of the Provider, it is open to the Provider (or a Council officer) to enter your unit whenever they want and for any purpose, even if you are absent.

Your personal belongings are not insured by the Council, or by the Provider. Home contents insurance is solely your responsibility as the occupier of the unit.

7. **When the Council's Duty Towards You Ends**

The Council will notify the Provider and you when their homelessness duty towards you comes to an end. The Provider will then decide whether to require you to leave your unit or not.

8. **Purpose of this Letter**

The purpose of this letter is to inform you of the basis upon which accommodation has been provided to you, namely by licence from the Provider in accordance with the above terms. The Council has no intention itself of entering into binding legal relations to provide you with accommodation and nothing in this letter should be understood to give rise to the grant of a licence or a tenancy to you by the Council.

Yours sincerely,

HAC Duty Manager
For and on behalf of the London Borough of Redbridge

Your Consent

I agree to my being housed at <address> by way of Licence from the Provider.

I understand that the full cost of this temporary housing is payable by me every night.

I also understand that this Nightly Charge is payable nightly by me starting on the above date and on every subsequent night that I stay at the above address.

I agree to complete accurately and in full a Housing Benefit Claim Form and to provide any documentation/other papers required to support my Housing Benefit Claim within seven days of moving into my temporary housing.

I understand that Housing Benefit can only pay for my occupancy cost, depending on my eligibility for Housing Benefit, and that I will be personally responsible for paying all the other costs set out above.

I accept and acknowledge that failure to complete a Housing Benefit Claim Form will result in my having to pay, myself, the full Nightly Charge of the temporary housing provided for me and my family.

I accept and acknowledge that the Council has explained to me my obligations to the Council and the Provider.

I confirm and agree that the Council has also given me answers that I fully understand to any questions that I have asked so that my consent to this offer of temporary housing is based on a full understanding of all the issues involved.

Signed

Dated

London Borough of Redbridge Licence Agreement

This is to confirm that <name> has been housed in temporary housing at the above address by the licence of the Provider at a Nightly Charge made by the Provider to the occupant and paid by the London Borough of Redbridge of <charge> with effect from the above date.

Signed on behalf of the London Borough of Redbridge

Signed

Dated

CC. Tenant, HB & File

Appendix 7

[For Newham]

Interim Duty

Date
Application
Person Ref
Tenancy Ref
Pay Ref

Dear Sir/Madam

Confirmation of Booking - Section 188 Housing Act 1996

Following your application to the Council for assistance in obtaining accommodation, we shall be securing interim accommodation for you whilst we decide whether we have a duty to provide you with re-housing. To assist us secure interim accommodation for all homeless applicants, the council has entered into arrangements with accommodation suppliers to provide either self-contained accommodation or non self-contained rooms, which are let to homeless applicants on a nightly basis.

This accommodation is: self-contained / non self-contained room(s)

Your interim accommodation will be provided for you by:

[]

Contact number:

at []

and will start on []

You will have to pay a charge for the accommodation; the details are now set out:

	Weekly Charge	Daily Charge
(a) Occupation Charge		
(b) Water and Sewerage		
(c) Breakfast		
(d) Cooking Facilities		
(e) Services		
Total	_____	_____

You may be entitled to Housing Benefit for the occupation charge and Council Tax Support (where you are responsible for paying an element of the Council Tax due), which will depend upon the type and location of your accommodation. A member of staff will assist you to complete an application form for this before you are provided with your interim accommodation. Should any additional information be required to assess your claim for Housing Benefit, you must supply this without delay. If you fail to do so, this may result in the accommodation being cancelled. If the accommodation is located outside of Newham, you may need to also approach the host borough in respect of Council Tax Support and the accommodation provider can assist you in this regard.

You need to note that housing benefit will not cover any of the charges detailed at (b), (c), (d) and (e) above which total £ [] per day (if you are not working) and you should therefore pay these charges to the Council as a minimum, whilst your Housing Benefit entitlement is being assessed. You should use the following payment reference [] when making this payment, until you receive a payment card.

For the avoidance of doubt, should your Housing Benefit be refused or entitlement does not meet all or part of the Occupation Charge at (a) above, you must pay the shortfall to the Council immediately upon being notified by the Housing Benefit Department and thereafter in advance on a daily basis unless agreed otherwise in writing with the Council.

In addition, you may be responsible for paying the cost of utilities i.e. gas and electric charges and you should therefore register with the relevant utilities companies for your address. Once again, the accommodation provider can assist you in this regard.

You will also need to note the following:

- 1) You occupy interim accommodation on a day to day basis. You do not therefore have the rights of security of a tenant. As you do not enjoy the rights of a tenant, if you are required to leave the interim accommodation and refuse, there is no obligation on the provider of the premises, or the Council to obtain a Court Order requiring you to leave the premises.
- 2) You must contact the Housing Options Centre if you will not be staying at the accommodation on any particular day.
- 3) You must abide by the rules governing the use of the accommodation, which the Provider will supply you with
- 4) You must allow the provider and the Council's authorised representative access to your accommodation at any reasonable time without prior notice.
- 5) You may be required to sign a daily accommodation register. Please do not under any circumstances sign an accommodation register in advance, otherwise you will be held liable to pay for any advance periods where you are not occupying.
- 6) Only the following people have the Council's permission to reside at the accommodation.

NAME	DATE OF BIRTH
------	---------------

- 7) It is important for you to recognise that the Council may no longer secure interim accommodation for your occupation if :
 - a) the Council ceases to owe a duty to you to provide interim accommodation under Part VII of the above Act.

- b) you fail to pay any of the charges for the accommodation when they are due.
 - c) you, a member of your household or any of your visitors cause a nuisance or annoyance to an occupier or visitor to the premises or an occupier or visitor to other premises nearby.
 - d) you, a member of your household or any of your visitors are responsible for any damage to the proprietor's premises, property or possessions including the accommodation and its contents
 - e) you fail to occupy the accommodation without notifying the Council by contacting the Housing Options Centre of your intention to do so.
 - f) you, a member of your household or any of your visitors fail to abide by any of the rules governing the use of the accommodation.
 - g) you fail to sign the register where required on a daily basis.
- 8) If you are required to leave the accommodation for any of the reasons stated above, the Council may refuse to secure for you any further interim accommodation.
- 9) If you are required to leave the accommodation because the Council ceases to owe a duty to you to provide interim accommodation under Part VII of the above Act, you will be entitled to receive from the Council a reasonable period of notice to vacate the accommodation. Details of any such period will be explained, usually in the form of a letter advising you of the outcome of your application. During this period and afterwards, you are entitled to seek advice and assistance from the Council to enable you to make other arrangements to obtain alternative accommodation by your own efforts. If, however you are found to be in breach of any of the other conditions stated above, we reserve the right to require you to vacate and will issue you with a letter explaining to you that we are not prepared to continue to provide accommodation under section 188 with the reason for this but that we will continue to make enquiries to determine whether we owe a duty under section 193.
- 10) You must look after your own things at all times. Accordingly, please consider whether you should have suitable insurance for your possessions.
- 11) By signing this letter, you also agree to the Council sharing information that you have provided that may be relevant to the management and provision of the accommodation with the provider of that accommodation.

Should the accommodation be shared the Council is permitted to transfer the service user within the same hotel/shared accommodation on the same terms and conditions on the basis that your entitlement and/or eligibility for Housing Benefit continues. To record your agreements to the arrangements that we have made for you, please sign and date this letter at the places indicated.

I wish to claim Housing Benefit and Council tax reduction at this address from today.

Applicant 1 _____

Date _____

Applicant 2 _____

Date _____

In the presence of :

Officer _____

Date _____

Yours faithfully

Appendix 7

[For Newham]

Full Duty

Date
Application
Person Ref
Tenancy Ref
Pay Ref

Dear Sir/Madam

Confirmation of Booking
Section 193 Part VII Housing Act 1996 (as amended)

The London Borough of Newham has duties towards homeless people under the Housing Act 1996 Part VII (as amended). For the purpose of fulfilling those duties, the council has entered into arrangements with accommodation suppliers to provide self-contained accommodation and non self contained rooms which are let to homeless applicants on a nightly basis.

This accommodation is: self-contained / non self contained room(s) / hotel accommodation
Your accommodation will be provided for you by:

[]

Contact number:

at []

and will start on []

You will have to pay an occupation charge for the accommodation; the details are now set out:

	Weekly Charge	Daily Charge
(a) Occupation Charge		
(b) Water and Sewerage		
(c) Breakfast		
(d) Cooking Facilities		
(e) Services		
Total	_____	_____
	_____	_____

You may be entitled to Housing Benefit for the occupation charge and Council Tax Support (where you are responsible for paying an element of the Council Tax due), which will depend upon the type and location of your accommodation. A member of staff will assist you to complete an application form for this before you are provided with your interim accommodation. Should any

additional information be required to assess your claim for Housing Benefit, you must supply this without delay. If you fail to do so, this may result in the accommodation being cancelled. If the accommodation is located outside of Newham, you may need to also approach the host borough in respect of Council Tax Support and the accommodation provider can assist you in this regard.

You need to note that housing benefit will not cover any of the charges detailed at (b), (c), (d) and (e) above which total £ [] per day (if you are not working) and you should therefore pay these charges to the Council as a minimum, whilst your Housing Benefit entitlement is being assessed. You should use the following payment reference [] when making this payment, until you receive a payment card.

For the avoidance of doubt, should your Housing Benefit be refused or entitlement does not meet all or part of the Occupation Charge at (a) above, you must pay the shortfall to the Council immediately upon being notified by the Housing Benefit Department and thereafter in advance on a daily basis unless agreed otherwise in writing with the Council.

In addition, you will be responsible for paying the cost of utilities i.e. gas and electric charges and you should therefore register with the relevant utilities companies for your address. Once again, the accommodation provider can assist you in this regard.

You will also need to note the following:

- 12) You occupy the accommodation on a day to day basis. In the event that the provider does not want to continue to make the accommodation available, we shall secure that alternative accommodation is made available for you. In these circumstances, we shall endeavour to tell you that as soon as we can. However, if you are required to leave the accommodation and refuse to do so, there is an obligation on the provider of the premises to obtain a Court Order requiring you to leave the premises.
- 13) You must contact the Housing Options Centre if you will not be staying at the accommodation for more than 7 days.
- 14) You must abide by the rules governing the use of the accommodation, which the Provider will supply you with
- 15) You must allow the provider and the Council's authorised representative access to your accommodation at any reasonable time without prior notice.
- 16) Only the following people have the Council's permission to reside at the accommodation.

NAME	DATE OF BIRTH
------	---------------

- 17) It is important for you to recognise that the Council may no longer secure that accommodation is provided for you if :
 - a) the Council ceases to owe a duty to you to provide accommodation under Sec 193 of Part VII of the above Act.
 - b) You fail to pay any of the charges for the accommodation when they are due.
 - c) You, a member of your household or any of your visitors cause a nuisance or annoyance to an occupier or visitor to the premises, or an occupier or visitor to other premises nearby.

- d) You, a member of your household or any of your visitors are responsible for any damage to the provider's premises, property or possessions, including the accommodation and its contents
 - e) You fail to occupy the accommodation without notifying the Council by contacting the Housing Options Centre of your intention to do so.
 - f) You, a member of your household or any of your visitors fail to abide by any of the rules governing the use of the accommodation.
- 7) If you are required to leave the accommodation for any of the reasons stated above, the Council may refuse to secure for you any further accommodation.
- 8) If you are required to leave the accommodation because the Council ceases to owe a duty to you under Sec 193 of Part V11 of the above Act, you will be entitled to receive from the Council a reasonable period of notice to vacate the accommodation that it has booked for you, which will be at least 28 days, after which the provider will seek a possession order to end your occupation. During this period and afterwards you are entitled to seek advice and assistance from the Council to enable you to make other arrangements to obtain alternative accommodation by your own efforts.
- 9) You must look after your own things at all times. Accordingly, please consider whether you should have suitable insurance for your possessions.
- 10) By signing this letter, you also agree to the Council sharing information that you have provided that may be relevant to the management and provision of the accommodation with the provider of that accommodation.

To record your agreements to the arrangements that we have made for you, please sign and date this letter at the places indicated.

Applicant 1 _____

Date _____

Applicant 2 _____

Date _____

In the presence of:

Officer _____

Date _____

Yours faithfully

Appendix 7

[For Enfield]

Dear Mr/s

Re: Temporary Accommodation Placement Provided Under Part VII of the Housing Act 1996

The council has arranged temporary accommodation for you and the persons we have decided are reasonably expected to reside with you at:

This letter sets out the terms of your stay:

I understand and agree that -

- This accommodation is provided only for those individuals included as part of my homeless application.
- I must not display anti-social, nuisance or unlawful behaviour - *the Council operates zero tolerance to racist or ant-social behaviour and any such breach will result in the termination of your accommodation.*
- I am fully accountable and responsible for any anti-social or unlawful behaviour displayed by any visitors to my accommodation.
- I must inform the Council of any absences from the accommodation by email to :
Emeracom@enfield.gov.uk
- I must not have pets in the accommodation.
- The Council is not responsible for any valuables or belongings I take into the accommodation. I must make my own arrangements for adequate insurance cover.
- I may be moved to alternative temporary or private sector accommodation when it becomes available. Any such move may be arranged at short notice.
- On vacating the accommodation I must return the keys to the managing agents. Failure to do so could result in me remaining liable for my accommodation charge.

Any breaches of the above terms may result in the termination of your temporary accommodation placement and, if a housing duty has been accepted towards you, the Council may also decide to end that duty. Should such action be taken you will lose your entitlement to housing and any accommodation that has been provided to you will be withdrawn. Any future applications to the Council for housing may result in a decision that you have become homeless intentionally.

You must sign the attached agreement confirming your acceptance of these conditions.

Agreement

I/We have read this letter and understand the conditions covering my/our stay in emergency accommodation.

I will comply with the conditions.

Signed:

Signed:

Date:

Accommodation Charges

I understand and agree that:

- I am responsible and liable for charges for the accommodation that has been provided to me as outlined in the agreement dated
- I must pay my charges each week online at www.enfield.gov.uk at any post office or payzone outlet. Alternatively I can sign into my Enfield Connected account or by arranging standing order payments.

It is your responsibility to make an online claim for housing benefit via your Enfield Connect account. If you fail to do so you will be responsible for paying the full charge.

If you are placed outside the Borough of Enfield you must make your own claim for Council Tax in the area in which you are placed. If you require further information please ask.

I have been advised my weekly charge is made up as follows:

Water rates: £...

Amenities: £ ...

Rent: £...

Total charges: £ ...

Important Information:

You are responsible for your gas and electric bills whilst staying at this property.

Your weekly charge is subject to any Housing Benefit entitlement you may be awarded. You must supply all information and documents requested in support of your housing benefit claim without delay. It is also important that you notify the Housing Benefit Team of any changes to your circumstances, such as entering/leaving employment or a family member leaves/joins your household.

You are liable and responsible for payment of your weekly charge from the date temporary accommodation is provided.

If you allow arrears to accrue the Council is likely to end its housing duty towards you and your family. Should such action be taken you will lose your entitlement to housing and any accommodation that has been provided to you will be withdrawn. Any future applications to the Council for housing may result in a decision that you have become homeless intentionally.

If you have any difficulty making your payment contact the Income Recovery Team on 0208 379 1000.

I confirm that this agreement has been read out and explained to me.

Signed:

Signed

Date:

If/once a housing duty has been accepted towards you under section 193 of the Housing Act 1996, Part VII you may ask for a review of the suitability of your accommodation. Details of how to do so can be obtained from our offices.

Yours sincerely

Allocations Team

LONDON BOROUGH OF ENFIELD ASSESSMENT HUB (People)

Appendix 8

MODEL COMPLAINTS PROCEDURE

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 9

MODEL PROVIDER'S INSPECTION AND OCCUPANCY CHECK FORM

Address: _____ Date: _____

_____ Inspector: _____

House OR Flat: _____ Floor: _____

Service User name _____

Service User contact number _____

External/Communal areas

Internal areas

Lounge	Kitchen	Bathroom	Toilet	Hall	Landing		
Carpet	Lino	Lino					
Curtain	Curtain	Curtain	Curtain				
Table	Table	Tiling					
Chair	Chairs	B. Panel					
Sofas	Cooker	Basin					
	Fridge	Bath					
	Worktop	Shower					
	Units	Curtain					
	Floor seal	Floor seal	Floor seal				
	Fire Door						
Window	Window	Window	Window				
Decor	Décor	Decor	Decor				

Bedroom	Carpet	Curtain	Wardrobe	Chest	D-Bed	S-Bed	Window	Decor
D S								

D	S								
D	S								
D	S								

Any outstanding repair/maintenance issues

All appliances working?

Heating and hot water working?

Safety issues?

Smoke alarms	
CO Detector	
Fire Blanket	
Fire Extinguisher	
Window Restrictors	
Floor Seals	

List other Service User members and verify identity.

Are all still resident? If any have left please give details.

Any new residents? If so please give details.

Any Service User complaints/problems?

Any other health and safety concerns?

Other rooms inspected?

Other?

Service User's Comments	
Satisfied <input type="checkbox"/>	Dissatisfied <input type="checkbox"/>
Reason for dissatisfaction:	

Appendix 10

INSPECTION NOTICE

A representative of

[Company Name]

is now carrying out an inspection of your accommodation.

[Company Name]

is the provider of this accommodation.

Appendix 11

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 homes and surroundings.
- 1.5. Groups of people can be the target of harassment for many reasons. Some of the people concerned are:
 - African, Caribbean, Asian or belong to other racial or/and minority ethnic groups,
 - Women,
 - Disabled people,
 - People with mental health problems,
 - People with learning difficulties,
 - Lesbians or gay men,
 - Older people aged 50 and over,
 - Young people aged under 25,
 - People with HIV/AIDS, and/or
 - People facing economic disadvantage.
- 1.6. People may also be targeted for harassment on other grounds. For example, they may be harassed because of their religion or because they are lone parents.
- 1.7. People may also be harassed on more than one of the above grounds and face multiple abuses, for instance because they are disabled and from an ethnic minority.
- 1.8. Both Redbridge Council and Waltham Forest Council seek to counter any and all discrimination, violence and harassment directed against all people living in their Borough.
- 1.9. 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,
- The taunting of children,
- Organizing and/or participating in any activity calculated to deter a person from either occupying a dwelling or living peacefully within it,
- 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.

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*

If a child has been adopted or has been freed for adoption by virtue of any of the enactment's mentioned in section 16 (1) of the Adoption Act 19762, two persons are also associated with each other for the purposes of this Part if:

a) one is a natural parent of the child or a parent of such a natural parent, and

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. If a crime has been committed, victims shall be encouraged to report it 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 client and where circumstances allow ask if the client requires support or advice in this regard.
 - 3.5. Where the perpetrator is not within the home and the client is looking for additional security the Provider should deal with this, liaising with the AO where necessary.
 - 3.6. Where the client 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 the AO.
 - 3.7. Where the client is fearful of remaining in the property the client should be referred to the Housing Options Centre for further assistance. A referral for advice and support should be offered and the referral as informed by the AO.
 - 3.8. Providers shall take great care not to give any information relating to the Service User's current whereabouts to the alleged perpetrator.
- b) *the other is the child of a person: who has become parent of the child by virtue of an adoption order or who has applied for an adoption order; or with whom the child has at any time been placed for adoption.*

Appendix 12

[for Waltham Forest]

CUSTOMER CARE STANDARDS

1. On Contact

- 1.1. We will be polite and courteous
- 1.2. We will guarantee confidentiality and equality
- 1.3. We will provide an interpreter where appropriate
- 1.4. We will do our best to provide information/advice about other local services that are not provided by Waltham Forest

2. Telephone Contact

- 2.1. We will answer your calls within twenty seconds
- 2.2. We will greet and give our name and service area
- 2.3. When we pass your enquiry to a specialist, we will pass on your personal details and the nature of your query so that you do not have to repeat it to another person

3. Written Contact (including emails)

- 3.1. We will reply to all correspondence, including Councillors' enquiries, within 10 days
- 3.2. We will provide a contact name, office address, email address and direct dial number in the letter
- 3.3. We will acknowledge complaints within 5 days and complete the investigation within 28 days
- 3.4. We will write in plain language and provide translations where appropriate
- 3.5. We will provide information in community languages, on tape, or in Braille, at customer's request

4. Face to Face Contact

At a Council Office

- 4.1. We will have uniformed front-line staff
- 4.2. We will have name badges for all staff
- 4.3. We will use community language signage
- 4.4. We will attend to callers within 5 minutes and provide the required information or complete the required transaction within 15 minutes.

In your Home

- 4.5. We will make an appointment to meet you in your home and will inform you in advance if we have to cancel it
- 4.6. We will wear and show Council identification

Appendix 12 [for Redbridge]

Customer Care Charter

http://www2.redbridge.gov.uk/cms/the_council/about_the_council/contacting_us/customer_service_standards.aspx

Appendix 12 - Customer Care Standards [for Newham]

<http://www.newham.gov.uk/housing/housingoptionsandadvice/temporaryaccommodation/temporaryaccommodation-servicestandards.htm>

Appendix 12 - Customer Care Standards [for Enfield]

<https://new.enfield.gov.uk/services/your-council/our-plans-and-priorities/customer-service-commitment/>

Appendix 13

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 in to 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 ethnic groups)

Appendix 14

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? Behavioural 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 you have a duty to report it. You should telephone the Newham Duty Team to discuss your concerns and then follow up with an Inter-agency Referral Form by email. Please explain exactly what you have seen or been told. If you can, keep a note of dates, injuries, and the exact words used.

If you do not feel able to report a concern yourself tell your manager who will assist.

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 15
MODEL TEMPLATE FOR QUARTERLY PERFORMANCE REPORTING

Provider Name:

Period Covered:

Properties

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

Complaints

Summary:

Complaints Received	
Complaints Upheld	
Complaints Resolved	
Complaints Ongoing	

Details:

Address	Occupant Name	Date of Complaint	Nature of Complaint	Action Taken	Outcome & Date Completed

Last Nights

Address	Occupant Name	Date	Reason

Repairs

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

Racial Incidents

Date	Incident Details	Action Taken

Appendix 16

MODEL PERFORMANCE REVIEW MEETING AGENDA

- Minutes and Matters Arising
- Portfolio Breakdown/Mix
- Procurement
- Housing Management Issues
 - Gas Checks
 - Performance Statistics
- Legal Proceedings
- *adam*
- Payments & Invoicing
- Any Other Business
- Date of Next Meeting