Policy Name: **Temporary Accommodation Policy**

1. Policy Summary…

1.1. This policy outlines what Midland Heart will do when it is necessary to move tenants from their homes temporarily due to an emergency (e.g. fire, flood), major repairs or refurbishment work, or due to an emergency or significant hazard where we are unable to remediate within prescribed timeframes set out in Awaab's Law. The policy sets out the responsibilities of both Midland Heart and the tenant(s) affected, including guidance on expenses and expectations.

1.2. There may be occasions where there is good reason to apply discretion when decision making. We will always consider the circumstances of the individuals involved when making our decisions.

2. Policy Principles

2.1. We will promptly assess the need to relocate tenants after a major incident, when are unable to complete relevant safety work within the initial remediation period (5 working days from the completion of the investigation that identified the hazard for a significant hazard or 24 hours for an emergency hazard), or when planned work is expected to be disruptive and it could negatively affect the occupants if they were to stay during the refurbishment period.

2.2. We recognise that moving home can be a disruptive experience; this policy aims to clarify our approach to temporarily moving tenants to ensure:

- Any disruption is minimised.
- Tenants are treated fairly; we will not temporarily move or compensate where the move is required as a result of a tenant's deliberate act or neglect.
- We deliver a responsive and supportive service throughout the process.
- Good information is communicated frequently.

3. It applies to ….

3.1. The policy applies to temporary moves whether they are planned or unplanned.

3.2. Tenants and lawful occupants of properties owned and managed by Midland Heart, including supported housing and retirement living (excluding Mutuals). For the purposes of this policy, the term tenant will apply these groups.

3.3. This policy does not apply to Leaseholders (including Shared Owners) unless their lease expressly places an obligation on us to provide a temporary property in an emergency. Leaseholders (including Shared Owners) would be expected to seek emergency accommodation through buildings insurance.

3.4. The provision of suitable alternative accommodation will be provided to anybody who usually lives in the property as a member of the tenant's family and in accordance with the tenancy. Hence, we will not provide alternative accommodation for any guests, visitors or commercial guests such as boarders or sub tenants.

3.5. If the tenant rejects the offer of suitable alterative accommodation they can choose to stay with family or friends instead or choose to stay in their home whilst the property is made safe. If anyone chooses to remain in the property in the period before the relevant safety work is completed (for example if an alternative rehousing offer is declined, or if only part of the household move out), we will provide information on any actions that occupants could take or avoid to mitigate the risk of harm, or let the tenant know if we do not think it is possible for the occupant to do anything to mitigate that risk.

4. Exclusions

4.1. Moves which are intended to be permanent will be dealt with in accordance with the Allocations Policy.

4.2. We will not temporarily move a tenant where the move is required because of a tenant's deliberate act, damage and/ or neglect (i.e., a breach of their tenancy) or where the customer has made unreasonable demands or has refused at least one reasonable offer.

4.3. Whilst general principles may apply, this policy does not apply to emergency situations which relate to a widespread incident, for example an incident necessitating the emergency evacuation of an entire street or other geographical area, with multiple households affected or loss of a utility where it is a third parties' responsibility. In such circumstances we will work closely with the local authority's emergency disaster team and in collaboration with other statutory services and utility providers who may be liable to provide and pay for alternative accommodation.

5. Our Policy

5.1. We will temporarily move when necessary and as a last resort. We will work with tenants to find alternative solutions. This may include a tenant staying temporarily with family or friends, in an alternative Midland Heart property, or in hotel or other short-term accommodation.

5.2. Situations when a temporary move may be necessary include, but are not limited to:

- Utilities to the home are not available for a prolonged period of time. We will explore who is responsible for a loss of service, as it may be the utility supplier that is responsible.
- The work is likely to take more than a few days to complete, it is extensive and likely to disrupt daily living.
- In situations where we are unable to complete relevant safety work within the initial remediation period (5 working days from the completion of the investigation that identified the hazard for a significant hazard or 24 hours for an emergency hazard).
- The nature of the work in or around the tenant's home is likely to pose a health or safety risk to the tenant(s) and reasonable adjustments cannot be made to mitigate the risk.

5.3. We will consider the circumstances of our tenants, but we have the right to refuse a temporary move if the need arises from the behaviour of our tenants (including members of their household or their guests and visitors) or following an act of criminality. Examples of reasons for us refusing a temporary move include, but are not limited to, neglect of the property, breaching the tenancy agreement or failing to behave in a tenant like manner, the manufacture of illegal substances, arson.

6. Providing suitable alternative temporary accommodation

6.1. We understand that temporarily moving a tenant can be unsettling, and we aim to minimise the inconvenience by completing moves as quickly as possible. We will discuss whether it is possible for the tenant and their household to stay with family or friends. However, if circumstances change and such arrangements are no longer working, then tenants can contact us to discuss alternative arrangements.

6.2. Based on the available properties we have, we will aim to offer alternative accommodation on a like-for-like basis, but we will have regard to what is reasonably available. For tenants who live in properties larger than their housing needs require, we may need to arrange a temporary move into a smaller property, which is deemed suitable.

6.3. Wherever possible, we will adopt a flexible approach to each individual case, taking into account the location of the tenant's current home when considering suitable alternative properties and the expected duration of stay. In some circumstances an offer of a hotel or other temporary accommodation may not be available in the tenant's preferred area. In these circumstances we will offer a reasonable alternative. If a tenant refuses this accommodation, we will ask the tenant to take responsibility for sourcing and finding their own alternative accommodation.

6.4. Tenants will be offered one suitable temporary alternative property. If the tenant refuses the alternative accommodation as an option, we will explain that we are not required to provide further offers of suitable accommodation.

6.5. When a serious situation arises (for example, a fire during the night) which requires an urgent temporary move, the affected household may be required to move into any property available at that time.

6.6. In exceptional cases, where we are unable to agree suitable arrangements with the tenant, and the risk of harm cannot be mitigated at their existing home, we reserve the right to take legal action in order to progress any necessary works and ensure the safety of the occupants.

6.7. If a tenant's behaviour, or that of members of their household or their visitors, negatively impacts on the temporary accommodation arrangements, and which includes hotel bookings, the tenant will be responsible for sourcing and funding further accommodation. Examples of this could be but are not limited to, anti-social behaviour, smoking in hotel rooms, creating unauthorised charges for services, such as room service and being involved in criminal activity in the temporary accommodation or the location of the same.

6.8. If any additional costs for the temporary accommodation are as a result of the tenant's damage or neglect, or that of members of their household or their visitors, we reserve the right to evaluate if a recharge for the cost of accommodation and/ or the costs of the repairs will be made against the tenant.

6.9. The requirement to secure or continue with the provision of suitable alternative accommodation ends when:

- The relevant safety work is completed.
- Another investigation concludes that there is no significant or emergency hazard and/or no relevant safety work.
- We cannot do the work as we have not been able to secure the necessary consents and/ or access the home.
- The tenant(s) no longer wish to remain in the alternative accommodation, and the tenant provides notice in writing.

- We are unable to reasonably secure or retain accommodation from third parties due to the tenant's behaviour(s) or that of members of their household or their visitors.

7. Consultation and communication

7.1. Communication is key to the successful management of a temporary move process; a variety of communication methods will be used depending on the situation and the needs of tenants. We will ensure tenants:

- Understand why a temporary move is necessary and the scope of the works.
- Are aware of the estimated duration of the temporary move period.
- Are notified of what they can expect, in respect of the condition of their home, when they return.
- Are informed of the support we can provide, and any compensation to which they are entitled.
- Know how to appeal a decision or complain about the level of service they receive if they are dissatisfied.

7.2 We will provide a named point of contact that can be contacted for information and advice relating to temporary move arrangements and who will provide weekly updates (unless otherwise agreed) on the progress of works via the tenants preferred communication method.

7.3 It is our responsibility to confirm that the property is safe for the tenant to return. Tenants retain the right to request to return at any point to collect post or further belongings, for example, however, consideration will be made as to whether it is safe to return due to the types of works being undertaken i.e., asbestos removal. If it is safe to do so, we will allow tenants accompanied or supervised access.

7.4 Once we have provided the tenant with suitable accommodation, we:

- Will endeavour to minimise the amount of time tenants are in alternative accommodation by completing relevant safety works as soon as reasonably practicable.
- Must keep the tenant updated on progress and next steps. This should include reasons for any delays and when they should expect to return home.
- Will agree with the tenant on what, if any, additional costs, and compensation/ inconvenience payments there may be to the tenant while they stay in suitable alternative accommodation.

8. Disturbance Payments

8.1. We will usually pay a disturbance allowance to cover any reasonable costs and reasonably foreseen costs for items or services that have resulted from moving home, such as disconnection/ reconnection charges, removals, and storage. The amount payable will vary according to the circumstances of each case including the reason(s) for why the temporary move is required. Examples may include:

- Cost of removals and/or storage of belongings.
- Cost of altering soft furnishings, e.g. refitting carpets.
- Cost of providing new carpets where necessary in the temporary accommodation.
- Disconnection and reconnection costs for existing fixtures and fittings e.g. telephone, cooker, washing machine.
- Redirection of mail for the duration of the temporary move.

8.2. We will offer a food allowance if there is no access to cooking facilities in the temporary accommodation. This will be up to a maximum of £10 per day per adult and £5 per day per child over 12 months old. If breakfast is included in a hotel stay this allowance will reduce by £5 per person per day.

8.3. A food allowance will only be provided to tenants and their main household members (not guests) and will only be for the maximum number of occupants allowed to occupy the property as dictated by the tenancy agreement. The food allowance payment is intended to support tenants during the temporary move period, not to fully fund their weekly food shopping. Food allowance will be paid by BACS within 14 days of the temporary property being accepted.

8.4. We will not usually pay for temporary move costs for shared owners or leaseholders except where provision is made for this in the lease.

8.5. Where a tenant can claim for any of the above items and/ or temporary accommodation under their own contents insurance policy, we will liaise with the insurer and the tenant to agree this.

8.6. Home Loss Payments are not covered by this policy as these are applicable to situations where a tenant is permanently moved from their property and for reasons specified in legislation.

9. Tenure

9.1. Tenants will not suffer a loss of tenancy rights or tenure through the temporary move process. Customers with tenancies or other types of agreement, in our General Needs, Retirement, Supported or Market Rent properties will be provided with a 'Licence Agreement' for the duration of their stay at a temporary property that is owned by Midland Heart and does not consist of hotel or apartment accommodation. The original tenancy agreement, for their home, will continue throughout the process so that when the tenant returns, they will be on the same tenancy with uninterrupted security of tenure.

10. Payment of rent and service charges

10.1. Tenants will continue to make the payments on their existing home (e.g. rent, service charge and/ or license payment) whilst they are temporarily moved. Where tenants choose to stay with friends or family, or make their own alternative arrangements, they will receive compensation equivalent to the weekly rent that they are charged in their permanent home for the duration of the temporary move period. Please note that this only applies where the temporary move has not been caused by a deliberate act or neglect by or on the part of the tenant (see exclusions – section 4).

11. Storage and removal of damaged belongings

11.1. When external storage of a tenant's belongings is needed, we will arrange and pay for the removal and storage of household possessions/ belongings, via our approved contractor, and arrange for their return when the tenant returns to their home. Our storage provider will be responsible for a tenant's belongings whilst they are in their possession. It is the tenant's responsibility to make the storage provider aware of any belongings being damaged when they are moved back into their home and they must do this within 7 days of the belongings being returned.

11.2. Tenants should have their own contents insurance to cover the loss or damage to their belongings. When a tenant's belongings have been damaged in an incident of fire or flooding, we will ask the tenant to sign a disclaimer to give us permission to remove damaged belongings to ensure work can be completed. Once a disclaimer is signed, we have no further responsibility for these goods and are not responsible for replacing them.

11.3. A full inventory, including photographs, will be completed with the tenant and allocated officer. This will be a comprehensive list of all items that are to be stored. Tenants are responsible for packing their belongings and ensuring any high value and/or sentimental or important items such as (but not limited to) jewellery, cash, antiques, passports, etc. are never left in the home. We will take account of individual needs of tenants, but this will remain tenants' responsibility.

12. Tenant Responsibilities

12.1. Tenants are responsible for notifying all relevant companies or agencies of their temporary change in address and to make payments as appropriate. Examples of this include but are not limited to insurance providers, DWP for welfare benefits, the Local Authority for council tax, and utility companies.

12.2. Where the tenant wishes to access their home whilst the works are in progress, they must liaise with us so that we can determine if the property can be made safe for the tenant to enter. All properties will have a lock change, at the commencement of a temporary move, to ensure the safety of tenants as the property in which works are required and/or being carried out will be classed as a work site for the period of time that works are being undertaken.

12.3. Tenants will be required to return to their home upon the completion of works and when requested to do so by us.

12.4. Tenants will be required to inspect their home with our surveyor before returning to the same. If any snagging issues are identified, an action plan will be produced alongside clear timescales for the same. Some works may be completed whilst the tenant's home is occupied, and these will be agreed with the tenant to reduce the amount of time in temporary accommodation.

13. Complaints and Appeals

13.1. A tenant can appeal a decision connected to temporary move in accordance with our Appeals Policy.

13.2. Where a tenant wishes to make a complaint about how their temporary move has been handled, they can do so in accordance with our Complaints, Comments, Compliments and Reasonable Adjustments Policy.

14. Reasonable Adjustment and Support

14.1. We understand that some tenants may have difficulty communicating their circumstances and/ or experiences with us, as such we will always consider what reasonable adjustments we can make to enable tenants to communicate their needs and concerns and engage in the process.

14.2. There is no prescribed list of reasonable adjustments; any adjustment or adjustments will depend on the needs of the individual(s) involved. We will discuss the requirements with the person concerned and seek to reach agreement on what is reasonable in the circumstances.

14.3. In the majority of cases, we will be able to agree and deliver the agreed and/ or proportionate reasonable adjustment(s) with a minimum of delay. In some cases, we may need to consider in more detail how best to overcome the difficulty or seek advice from expert organisations that can assist with signposting and/ or other forms of support.

14.4. There may be occasions where there is good reason to apply discretion. We will always consider the individual circumstances of the individual involved when making our decisions.

14.5. An equality impact assessment has been completed for this policy.

15. Data Protection

15.1. Midland Heart's policies and procedures are developed in line with our Data Protection policy and associated procedures, in order to comply with legal obligations.

16. Explaining technical terms…

16.1. Temporary move: when a tenant is moved out of their property/ home, to enable work on the property to be carried out, with the intention of returning them to the property at the earliest opportunity.

16.2. Disturbance Payment: Compensation paid by the landlord for reasonable expenses accrued during the temporary move process. Examples of these expenses may include redirection of post for 3 months, telephone dis/re-connection charges and other assistance for tenants being temporarily moved.

17. Related Law & Regulations....

Legislation/Regulation	Relevance to This Policy
Housing act 1985	Sets out the grounds for possession of a secure tenancy when seeking to obtain possession of a dwelling for works to be carried out
Housing Act 1988	Sets out the grounds for possession of an assured tenancy when seeking to obtain possession of a dwelling for works to be carried out
The Land Compensation Act 1973	Deals with the rights of tenants who are displaced, including statutory home loss (where applicable) and disturbance payments.
Planning and Compensation Act 1991	One of the legislative provisions to be considered by the government when setting the conditions for and/ or limits of Home Loss Payments.
Social Housing (Regulation) Act 2023	This policy should be read in conjunction with Awaab's Law and related procedures.