



PRIVATE RENTED SECTOR TOOLKIT

PART 5

Annexes

JULY 2016

Table of Contents

Introduction	4
Annexe 1 – Local Authority Fact Sheets	6
Annexe 2: The Localism Act 2011, Part 7	9
Sections 148 & 149:	9
Annexe 3: Homelessness (Suitability of Accommodation) (England) Order 2012	12
2012 No. 2601	13
The Homelessness (Suitability of Accommodation) (England) Order 2012	13
Citation, commencement and application	13
Matters to be taken into account in determining whether accommodation is suitable for a person	13
Circumstances in which accommodation is not to be regarded as suitable for a person	13
EXPLANATORY NOTE	14
Annexe 4 – Operational Working Examples	16
Hambleton District Council	16
For further information please contact Alison Morton Alison.Morton@hambleton.gov.uk	16
Basildon Borough Council	16
For further information please contact Mo Slade Mo.Slade@basildon.gov.uk	16
Salford City Council	17
For further information please contact Jane Anderson jane.anderson@salford.gov.uk	17
The Royal Borough of Greenwich	17
For further information please contact Lydia Lewinson Lydia.Lewinson@royalgreenwich.gov.uk	17
Hart District Council	18
Annexe 5 – London Councils’ Inter-Borough Agreement	18
Annexe 6 – Example ‘Consent to Share Information’ form	27
Annexe 7: Example Assured Shorthold Tenancy Agreement	29
This tenancy agreement is made on	between
.....	29

In respect of.....	29
General terms.....	30
Payment for the premises.....	30
Notice by tenant.....	30
Service of notices.....	30
Exclusion of third party rights.....	30
English law.....	30
The landlord’s obligations.....	30
Possession.....	31
Tenant's right to occupy.....	31
Repair of structure and exterior.....	31
Repair of installations.....	31
Repair of common parts.....	31
The tenant’s obligations.....	31
Possession.....	31
Rent.....	31
Water, fuel &.....	31
telephone.....	31
Council tax.....	31
Use of premises.....	31
Nuisance.....	31
Washing linen.....	33
The tenant’s rights.....	33
Right to occupy.....	33
Signatures.....	34
For independent advice about this agreement, you should contact your local Citizens Advice Bureau, housing advice centre or solicitor.....	34
Annexe 8 – Third Sector Endorsed Advice & Assistance Letter Template & Guidance on Completing the Template.....	35
Confirmation of Advice & Assistance: Guidance On Completing The Letter.....	38

Introduction

Local authorities should seek to support all client groups; both the statutory and the non-statutory homeless. Colleagues should be mindful that the PRS is an open market and highly responsive to changes in supply and demand. It is crucial that services are designed to deliver assistance to *all* clients who are genuinely homeless or threatened with homelessness through statutory and/or voluntary sector partners.

Changes applied to support one client group will have a potentially negative impact on the availability of housing for another - and on the overall success of homelessness prevention in the local area. Services should be strategically aligned to ensure a coherent and effective local approach to working with the PRS. They should not concern themselves solely with households owed a statutory duty.

For ease of reference, this toolkit has been split into 5 distinct parts:

Part 1: The Localism Act 2011 changes & The Homelessness (Suitability of Accommodation) (England) Order 2012

Part 2: Maintaining the Prevention Focus

Part 3: Working with the Private Rented Sector

Part 4: Developing a Private Rented Sector Offer Policy

Part 5: Annexe Pack

The overall value of the toolkit derives from the sum of its parts. It is therefore recommended that colleagues consider it as a complete package. This part provides a synopsis of the key points across all 4 preceding parts of the toolkit in the form of local authority fact sheets, and a range of useful examples from existing operational practice within local authorities. The annexes included herein are not provided as recommendations, but as helpful examples that local authorities may wish to consider when developing their services.

To support you to reflect on the key messages captured in this toolkit, Annexe 1 contains two factsheets' that provide 'at a glance' synopses of the content.

This toolkit has been produced for local authorities in England by the DCLG funded National Practitioner Support Service in response to local authority questions. We recognise the vital role that local partnerships between housing & homelessness services and the PRS play in meeting housing need.

The toolkit represents only the views of practitioners. It does not represent legal advice or opinion, nor does it represent statutory guidance. Local Authorities are encouraged to seek specific advice to satisfy themselves on any issues or questions raised.

The National Practitioner Support Service would like to thank local authorities, colleagues within the Homelessness Support team at DCLG, the National Homelessness Advice Service (NHAS), and Crisis, for their contributions.

The NPSS website can be viewed here:

www.npsservice.org.uk

The DCLG website can be viewed here:

www.gov.uk/government/organisations/department-for-communities-and-local-government

The Crisis Private Rented Sector website can be viewed here:

www.privaterentedsector.org.uk

Annexe 1 – Local Authority Fact Sheets

Key aspects to consider when developing prevention services and partnership working with the PRS:

- Local services should aim to keep people in their existing homes wherever this is practicable and/or appropriate, before taking recourse to alternative housing options
- Local PRS access schemes and homelessness prevention services should be available to all client groups who are genuinely homeless or at risk of homelessness, regardless of whether a full statutory duty may or may not be owed
- PRS access schemes should include appropriate support packages to ensure tenancies created succeed
- Local authorities should undertake peer reviews of their services using the National Practitioner Support Service *Diagnostic Peer Review Toolkit* to ensure they are maintaining the prevention focus at every opportunity – with the aim of keeping people in their existing homes where practicable / appropriate
- Marketing services widely will capture landlord interest and ensure that local people at risk of homelessness know when and where to seek appropriate support
- There are key principles for working with the PRS effectively:
 1. *Consult & involve them in developing local services, strategies and plans*
 2. *Review and develop options for landlords and customers across statutory and voluntary sector services – including local CBL schemes to include PRS advertising and self-help*
 3. *Develop communications*
 4. *Get the right people doing the right things at the right time and ensure that back office functions contribute to a positive landlord experience*
 5. *Develop the local offer for landlords so that it is attractive but does not over-incentivise*
 6. *Develop the local offer for customers to ensure tenancies succeed and accommodation placements are appropriate and suitable based on individual circumstances*
 7. *Be proactive about preventing tenancy failure and train teams to recognise trigger points in tenancy breakdown and how to mitigate them*
 8. *Meet new suitability requirements across all PRS lets*
 9. *Be creative and proactive when recruiting PRS landlords*

10. *Work with landlords across partnerships to reduce 'rogue' landlord issues locally – seek to bring them under the strategic umbrella with attractive offers of support and guidance*
11. *Use enforcement where necessary but balance incentives against enforcement to ensure the approach is not heavy handed, or too light touch*
12. *Develop information sharing with PRS landlords to build trust*

- Be proactive about tackling welfare reform issues that may reduce access to local PRS options for specific groups
- Engage statutory partners within the Council to contribute to an attractive and coherent landlord offer

Key aspects to consider when developing a PRSO policy in the light of the Homelessness (Suitability of Accommodation) (England) Order 2012:

- Ensure your policy complies with all relevant legislation (including equalities legislation)
- Construct an effective PRSO policy which will provide suitable accommodation taking account of physical and location matters and more subjective aspects
- Decision to adopt PRSO needs to be strategic – where you decide not to adopt a PRSO it could always be reviewed at later stage
- When adopting a policy, develop a clear statement and disseminate to all households to be clear when the new policy will be adopted and what it means locally
- To construct a policy you may want to produce a cabinet report, which specifically identifies all the relevant issues to support transparent decision making – cross reference PRSO policy with other policies such as Allocations, Tenancy strategy and your updated Homelessness strategy
- Consider your framework around access to PRS – link it to a tenure report for your area
- No need for wider stakeholder consultations, but you will need to keep them up to date with changes and it may be wise to take on board the views and thoughts of stakeholders locally to support the local authority decision making process
- Consider PRSO in light of the PRS prevention offer – you need to make the prevention offer in PRS as appealing as a PRSO resulting from a homeless application acceptance
- Extent of policy e.g. full PRSO to partial PRSO, may be dictated by availability of social housing stock and the types of PRS you may be able to access in your area, alongside affordability considerations linked to out of work households and the effects of welfare reform

- Do not adopt blanket policies – need to factor in exceptional circumstances, these must be actively considered
- Consider if the PRSO may involve less choice when compared to the prevention offer, but consider the fairness of the policy and suitability at every stage and keep your approach under review
- Carefully consider all the implications of using Out of Borough placements – avoid placing out of area where possible and where it is unavoidable, have regard to the new statutory suitability requirements and ensure safeguarding considerations and continuity of services for vulnerable people are paramount
- At risk or other households could be exempt from the PRSO – local authorities will need to list criteria for household types you may accommodate via the policy and be transparent. Local authorities may wish to consider how offers of support packages may be tailored to facilitate appropriate PRS placements for all client groups either through prevention or through PRSOs
- PRSO property MUST be available & suitable at the point of offer – remember households could accept the property and then request a review around suitability – you may then have more work to do negotiating the household out of the 12 month tenancy should the review decide it was not suitable
- When taking applications or expediting housing options assessments, focus on customer choice, enable levels of control & helping households to make clear well informed decision about their options
- Don't build in barriers to services or to prevent people making homeless applications, where you know a PRSO will result
- Suitability Order – need to consider location (distance), education, work, support, health, in addition to physical attribute so property and need for written tenancy agreement
- Applicants will need to be given the opportunity to view the accommodation that is being offered (paragraph 14.18 of the homelessness COG) and the local authority should consider how it will facilitate this, particularly if seeking to provide PRSO accommodation out of area
- Consider developing a 'matching 'service' for applicants into PRS – ensure the service is professionally delivered and complies with all legislation & requirements to check the property in light of the suitability order
- Put systems in place to facilitate careful monitoring of the policy and impacts

Annexe 2: The Localism Act 2011, Part 7

Sections 148 & 149:

The wording below is taken directly from the Localism Act 2011. To view these sections on line please use the link below (the homelessness provisions start on page 159 of the Act):

www.legislation.gov.uk/ukpga/2011/20/part/7/chapter/1/crossheading/homelessness/enacted

148 Duties to homeless persons

(1) *Section 193 of the Housing Act 1996 (duty to persons with priority need who are not homeless intentionally) is amended as follows.*

(2) *Omit subsection (3A).*

(3) *For subsection (5) substitute—*

“(5) The local housing authority shall cease to be subject to the duty under this section if—

(a) the applicant, having been informed by the authority of the possible consequence of refusal or acceptance and of the right to request a review of the suitability of the accommodation, refuses an offer of accommodation which the authority are satisfied is suitable for the applicant,

(b) that offer of accommodation is not an offer of accommodation under Part 6 or a private rented sector offer, and

(c) the authority notify the applicant that they regard themselves as ceasing to be subject to the duty under this section.”

(4) *In subsection (7) after “refusal” insert “or acceptance”.*

(5) *In subsection (7AA)—*

(a) omit “In a restricted case”,

(b) after “informed” insert “in writing”, and

(c) in paragraph (a) for “private accommodation offer” substitute “private rented sector offer”.

(6) *In subsection (7AB)—*

(a) in paragraph (a) after “refusal” insert “or acceptance”, and
(b) at the end of paragraph (b) insert “, and
(c) in a case which is not a restricted case, the effect under section 195A of a further application to a local housing authority within two years of acceptance of the offer.”

(7) In subsection (7AC) for “private accommodation offer” substitute “private rented sector offer”.

(8) Omit subsections (7B) to (7E).

(9) In subsection (7F)—

(a) at the end of paragraph (a) insert “or”,
(b) in paragraph (ab) for “private accommodation offer” substitute “private rented sector offer”,
(c) omit paragraph (b), and
(d) in the words following that paragraph for “it is reasonable for him to accept the offer” substitute “subsection (8) does not apply to the applicant.”

(10) For subsection (8) substitute—

“(8) This subsection applies to an applicant if—
(a) the applicant is under contractual or other obligations in respect of the applicant’s existing accommodation, and
(b) the applicant is not able to bring those obligations to an end before being required to take up the offer.”

(11) After subsection (9) insert—

“(10) The appropriate authority may provide by regulations that subsection (7AC)(c) is to have effect as if it referred to a period of the length specified in the regulations.

(11) Regulations under subsection (10)—

(a) may not specify a period of less than 12 months, and
(b) may not apply to restricted cases.

(12) In subsection (10) “the appropriate authority”—

(a) in relation to local housing authorities in England, means the Secretary of State;
(b) in relation to local housing authorities in Wales, means the Welsh Ministers.”

[Return to Contents](#)

149 Duties to homeless persons: further amendments

(1) *The Housing Act 1996 is amended as follows.*

(2) *In section 188 after subsection (1) insert—*

“(1A) But if the local housing authority have reason to believe that the duty under section 193(2) may apply in relation to an applicant in the circumstances referred to in section 195A(1), they shall secure that accommodation is available for the applicant’s occupation pending a decision of the kind referred to in subsection (1) regardless of whether the applicant has a priority need.”

(3) *In section 195—*

(a) omit subsection (3A), and

(b) in subsection (4B) for “(3A) to” substitute “(4) and”.

(4) *After section 195 insert—*

“195A Re-application after private rented sector offer

(1) If within two years beginning with the date on which an applicant accepts an offer under section 193(7AA) (private rented sector offer), the applicant re-applies for accommodation, or for assistance in obtaining accommodation, and the local housing authority—

(a) is satisfied that the applicant is homeless and eligible for assistance, and

(b) is not satisfied that the applicant became homeless intentionally, the duty under section 193(2) applies regardless of whether the applicant has a priority need.

(2) For the purpose of subsection (1), an applicant in respect of whom a valid notice under section 21 of the Housing Act 1988 (orders for possession on expiry or termination of assured shorthold tenancy) has been given is to be treated as homeless from the date on which that notice expires.

(3) If within two years beginning with the date on which an applicant accepts an offer under section 193(7AA), the applicant re-applies for accommodation, or for assistance in obtaining accommodation, and the local housing authority—

(a) is satisfied that the applicant is threatened with homelessness and eligible for assistance, and

(b) is not satisfied that the applicant became threatened with homelessness intentionally,

the duty under section 195(2) applies regardless of whether the applicant has a priority need.

(4) For the purpose of subsection (3), an applicant in respect of whom a valid notice under section 21 of the Housing Act 1988 has been given is to be treated as threatened with homelessness from the date on which that notice is given.

(5) Subsection (1) or (3) does not apply to a case where the local housing authority would not be satisfied as mentioned in that subsection without having regard to a restricted person.

(6) Subsection (1) or (3) does not apply to a re-application by an applicant for accommodation, or for assistance in obtaining accommodation, if the immediately preceding application made by that applicant was one to which subsection (1) or (3) applied.”

(5) Section 198 (referral to another local housing authority) is amended as follows.

(6) After subsection (2) insert—

“(2ZA) The conditions for referral of the case to another authority are also met if—

(a) the application is made within the period of two years beginning with the date on which the applicant accepted an offer from the other authority under section 193(7AA) (private rented sector offer), and

(b) neither the applicant nor any person who might reasonably be expected to reside with the applicant will run the risk of domestic violence in the district of the other authority.”

(7) In subsection (2A) after “(2)” insert “or (2ZA)”.

(8) In subsection (3) after “(2)” insert “, (2ZA)”.

(9) In section 202(1)(g) (right to request review of decision) for “private accommodation offer” substitute “private rented sector offer”.

[Return to Contents](#)

Annexe 3: Homelessness (Suitability of Accommodation) (England) Order 2012

2012 No. 2601

HOUSING, ENGLAND

The Homelessness (Suitability of Accommodation) (England) Order 2012

Made

11th October 2012

Laid before Parliament

17th October 2012

Coming into force

9th November 2012

The Secretary of State in exercise of the powers conferred by sections 210(2)(a), (2)(b) and 215(2) of the Housing Act 1996(1), makes the following Order:

Citation, commencement and application

1.—(1) This Order may be cited as the Homelessness (Suitability of Accommodation) (England) Order 2012 and comes into force on 9th November 2012.

(2) This Order applies in relation to England only.

Matters to be taken into account in determining whether accommodation is suitable for a person

2. In determining whether accommodation is suitable for a person, the local housing authority must take into account the location of the accommodation, including—

- (a) where the accommodation is situated outside the district of the local housing authority, the distance of the accommodation from the district of the authority;
- (b) the significance of any disruption which would be caused by the location of the accommodation to the employment, caring responsibilities or education of the person or members of the person's household;
- (c) the proximity and accessibility of the accommodation to medical facilities and other support which—
 - (i) are currently used by or provided to the person or members of the person's household; and
 - (ii) are essential to the well-being of the person or members of the person's household; and
- (d) the proximity and accessibility of the accommodation to local services, amenities and transport.

Circumstances in which accommodation is not to be regarded as suitable for a person

3. For the purposes of a private rented sector offer under section 193(7F) of the Housing Act 1996, accommodation shall not be regarded as suitable where one or more of the following apply—

- (a) the local housing authority are of the view that the accommodation is not in a reasonable physical condition;
- (b) the local housing authority are of the view that any electrical equipment supplied with the accommodation does not meet the requirements of regulations 5 and 7 of the Electrical Equipment (Safety) Regulations 1994(2);

- (c) the local housing authority are of the view that the landlord has not taken reasonable fire safety precautions with the accommodation and any furnishings supplied with it;
- (d) the local housing authority are of the view that the landlord has not taken reasonable precautions to prevent the possibility of carbon monoxide poisoning in the accommodation;
- (e) the local housing authority are of the view that the landlord is not a fit and proper person to act in the capacity of landlord, having considered if the person has:
- (i) committed any offence involving fraud or other dishonesty, or violence or illegal drugs, or any offence listed in Schedule 3 to the Sexual Offences Act 2003(3) (offences attracting notification requirements);
 - (ii) practised unlawful discrimination on grounds of sex, race, age, disability, marriage or civil partnership, pregnancy or maternity, religion or belief, sexual orientation, gender identity or gender reassignment in, or in connection with, the carrying on of any business;
 - (iii) contravened any provision of the law relating to housing (including landlord or tenant law); or
 - (iv) acted otherwise than in accordance with any applicable code of practice for the management of a house in multiple occupation, approved under section 233 of the Housing Act 2004(4);
- (f) the accommodation is a house in multiple occupation subject to licensing under section 55 of the Housing Act 2004 and is not licensed;
- (g) the accommodation is a house in multiple occupation subject to additional licensing under section 56 of the Housing Act 2004 and is not licensed;
- (h) the accommodation is or forms part of residential property which does not have a valid energy performance certificate as required by the Energy Performance of Buildings (Certificates and Inspections) (England and Wales) Regulations 2007(5);
- (i) the accommodation is or forms part of relevant premises which do not have a current gas safety record in accordance with regulation 36 of the Gas Safety (Installation and Use) Regulations 1998(6); or
- (j) the landlord has not provided to the local housing authority a written tenancy agreement, which the landlord proposes to use for the purposes of a private rented sector offer, and which the local housing authority considers to be adequate.

Signed by the authority of the Secretary of State for Communities and Local Government

Mark Prisk

Minister of State
Department for Communities and Local Government

11th October 2012

EXPLANATORY NOTE

(This note is not part of the Order)

Accommodation secured by a local housing authority, or secured from another person on the advice and assistance of the local housing authority, in the discharge of their housing functions under Part VII of the Housing Act 1996 ("the 1996 Act") must be suitable (section 206(1) of the 1996 Act).

The local housing authority is also required to be satisfied that the accommodation offered to an applicant by way of a private rented sector offer, under section 193(7AA) of the 1996 Act, is suitable for the applicant. An applicant who is eligible for assistance, in priority need and unintentionally homeless is owed the main homelessness duty (section 193(2) of the 1996 Act) by the local housing authority, to secure that accommodation is made available for occupation by the applicant. Section 193 of the 1996 Act was amended by the Localism Act 2011 to include a power for local housing authorities to discharge the main homelessness duty by way of a private rented sector offer (section 193(7AA) of the 1996 Act). A private rented sector offer is an offer of an assured shorthold tenancy by a private landlord which is made, with the approval of the authority, in pursuance of arrangements by the authority with the landlord with a view to bringing the authority's homelessness duty to an end. The assured shorthold tenancy offered is a fixed term tenancy for a period of at least 12 months. Section 193(7F) of the 1996 Act requires that a local housing authority is satisfied that the private rented sector offer accommodation is suitable.

The Secretary of State has the power to specify, by order, circumstances in which accommodation is or is not to be regarded as suitable for a person (section 210(2)(a) of the 1996 Act) and matters to be taken into account in determining whether accommodation is suitable for a person (section 210(2)(b) of the 1996 Act).

Article 2 makes provision for matters to be taken into account in determining whether accommodation is suitable for a person.

Article 3 sets out circumstances where accommodation which is being provided to an applicant for the purpose of a private rented sector offer under section 193(7F) of the 1996 Act is not to be regarded as suitable.

An impact assessment has been prepared in respect of this Order. It has been deposited in the Library of each House of Parliament and is available from the Department for Communities and Local Government, Eland House, Bressenden Place, London SW1E 5DU or email john.bentham@communities.gsi.gov.uk.

(1) 1996 c.52; section 193(7F) was inserted by the Homelessness Act 2002 (c.7), section 7(1) and (4); and was amended by the Housing and Regeneration Act 2008 (c.17), section 314 and Schedule 15, paragraphs 1.5(1) and (6); and, in relation to England, by the Localism Act 2011 (c.20), section 148(1) and (9) and Schedule 25, Part 22.

(2) SI 1994/3260.

(3) 2003 c.42. There are amendments to Schedule 3 not relevant to this Order. Schedule 3 was most recently amended by section 177 of and Schedule 21 to the Coroners and Justice Act 2009.

(4) 2004 c.34.

(5) SI 2007/991. The SI has been amended by SIs 2007/1669, 2007/3302, 2008/647, 2008/2363, 2009/1900, 2010/1456, 2011/2452 and 2012/809.

(6) SI 1998/2451.

Annexe 4 – Operational Working Examples

Hambleton District Council

Hambleton District Council have produced a detailed ‘Tenants Guide to Renting’ This document covers all aspects of renting in the private sector, including finding a property, tenants’ rights and responsibilities, expenditure & income and support for day to day living, amongst others. The aim of the guide is to maintain a prevention focused approach to the sustainment of PRS tenancies. Hambleton also draft regular newsletters for landlords and have developed a detailed ‘Landlords Guide to PRS accommodation’ which provides information to supports landlords to manage and maintain successful tenancies; this includes information on how to find tenants, the responsibilities of both tenants and landlords, and what to do when a tenancy ends.

For further information please contact Alison Morton
Alison.Morton@hambleton.gov.uk

Basildon Borough Council

Basildon Borough Council has three effective PRS access schemes in place, to allow for comprehensive access to PRS accommodation for all household types. These include;

- Rent Deposit Guarantee Scheme – for
- Homefinder Scheme
- CRC services

The Rent Deposit Guarantee Scheme helps to facilitate quick access to the private rented sector for households who would otherwise struggle to meet the up-front costs of securing a PRS tenancy. The Homefinder Scheme is used as a means of incentivising landlords to provide properties, and either a 12 or 24 month tenancy. Incentives can include guaranteed rent, reimbursement of costs for EPS’s and gas safety certificates, and fast tracked LHA payments. For non-priority cases, the Housing Choice department refers customers to the Community Resource Centre (one of its partner organisations). The CRC provides advisory services to non-priority homeless and attempts to help these customers access the PRS. It is funded partially by the Council and clauses are incorporated into the service level agreement between the council and the CRC guaranteeing advisory service.

For further information please contact Mo Slade
Mo.Slade@basildon.gov.uk

Salford City Council

Salford City Council uses an accreditation scheme and also selective licensing to work to ensure that the PRS stock in the city is of high quality. The housing options service has a dedicated Rental Bond Coordinator in place, who is engaged to manage relationships between the LA and the PRS sector and deliver a high quality service to tenants. The officer coordinates work to ensure that they make the best use of local services and resources, and this includes consultation with both landlord and tenants with regard to the development of local services. As part of the bond application the coordinator is able to facilitate direct payments to landlords, and engage floating support for all tenants who may require it.

For further information please contact Jane Anderson
jane.anderson@salford.gov.uk

The Royal Borough of Greenwich

Royal Borough of Greenwich have adopted power to end the duty through a Private Rented Sector Offer (PRSO) The council has also made a commitment to not use the PRSO for out of borough properties. Decanted stock managed by housing associations is used to discharge the duty into a 12 month AST. The scheme is able to offer an affordable housing solution to working residents. The PRSO has also been used to discharge duty to residents who are ineligible to join the housing register, and the service works towards a target of 50 such households per year. Comprehensive suitability and affordability checks are conducted on all potential PRSO cases.

As a means of improving the PRS stock in the borough, grants are available to home owners and landlords for improvements and empty home refurbishments, in return for an agreement to let the home to a housing options customer. Landlords are supported to access accreditation schemes, either through the London Landlord Accreditation Scheme, or via the National Landlord Association. To date, Greenwich have 224 accredited landlords in their scheme. They also employ a PRS Enforcement Project to inspect and enforce standards on poor quality PRS accommodation, particularly with HMO's and 'rogue landlords' The enforcement activity does not take place in isolation, and cross borough cooperation is vital to ensuring the success of this approach.

For further information please contact Lydia Lewinson
Lydia.Lewinson@royalgreenwich.gov.uk

London Councils’ Inter-Borough Agreement on Cross Borough Accommodation Placements

Date of agreement: 8th March 2011

Date agreement starts: 1st April 2011

Contents

	Page
Definitions	2
Introduction	3
Aims of agreement	3
Principles of agreement	4
Monitoring movement across London	6

Appendix one: Borough offers to tenants, landlords and agents

Appendix two: information to be shared when accommodation placement is made

Definitions

Placing borough:

Boroughs which acquire temporary accommodation for homeless households in another borough or which acquire private rented accommodation for preventative placements in another borough.

Receiving borough:

Boroughs in which the temporary accommodation or privately rented accommodation (in the case of preventative placements) is located.

(Statutory) Homeless households:

Households applying to boroughs as homeless, or threatened with homelessness within 28 days, under Part VII of the Housing Act 1996 as amended by the Homelessness Act, including households placed in temporary accommodation:

1. while inquiries into their circumstances take place (“interim duty to accommodate” s. 188)
2. for a period of two years (“minimum period”) following acceptance by boroughs of duty to accommodate (s. 193)
3. for additional period (S) of two years (continuing duty) following determination(S) by boroughs to continue to exercise the duty to accommodate (s. 194)
4. on a discretionary basis where the duty to accommodate does not or no longer exists.

Discharge of duty into the private rented sector (PRS)

Local authorities are able to meet their statutory duty to homeless households by placing them into private rented housing. At present this placement must be for a two year tenancy. The forthcoming Localism bill includes clauses that would amend these arrangements to a period of responsibility of two years, with a minimum initial tenancy of one year.

Preventative placement:

A placement of a household into accommodation in the PRS, with support from a local authority and made before the household qualifies as statutory homeless but that the local authority believes are likely to become so.

Agents:

Housing associations, estate agents or other bodies which procure temporary accommodation or privately rented accommodation (in the case of preventative placements) on behalf of boroughs.

1. Introduction

1.1. This agreement deals with the use of properties as temporary accommodation, for discharge of duty into the private rented sector or for preventative placements by one London borough which are located in another London borough. All types of placement shall be referred to as “accommodation placements” in this agreement. It applies to accommodation used by London boroughs and by agents working on their behalf in private rented housing.

1.2. This agreement is intended to update and replace the existing Inter-Borough Temporary Accommodation Agreement (IBTAA) (2004) and extends the agreement to preventative placements in the PRS.

1.3. Such placements include those made under initiatives such as Rent Deposit and Rent Guarantee schemes, Finder’s Fee schemes, Assured Shorthold Tenancies (ASTs), Housing Associations as Managing Agents, Private Sector Leasing (PSL), Private Licensed Agreements (PLAs), Nightly Purchased Annexes and Housing Association Leasing Schemes (HALs).

2. Aims of the agreement

2.1 To ensure that where placing boroughs or their agents procure properties in receiving boroughs they do not offer the landlord or agent for the property more than the receiving borough would. This is to prevent boroughs acting in competition with each other, a situation which could lead to price escalation.

2.2 To assist those boroughs that are not able to secure a suitable number of properties for use by households either as temporary accommodation or for a preventative placement within the temporary accommodation subsidy cap or the Local Housing Allowance (LHA) cap respectively. These boroughs do and will be able to continue to secure accommodation in other boroughs.

2.3 To assist receiving boroughs, in which households previously living in other local authorities are housed in accommodation placements. These boroughs will be informed of every placement made in their area. They will also continue to be offered accommodation procured by RSLs in HALS and HALD schemes in their area in the first instance.

2.4 To ensure that information is shared between the placing and receiving boroughs each time an accommodation placement is made.

2.5 To encourage liaison and co-ordination between boroughs and the agents who act on their behalf when accommodation placements are made.

- 2.6 To support the monitoring of movement of households within London in the coming year to ensure that boroughs are able to assess the impact of the forthcoming changes to LHA rates.

3. Background

- 3.1 The existing Inter-Borough Temporary Accommodation Agreement (IBTAA) was developed and agreed in 2004. It outlines under what circumstance one borough can place a household in temporary accommodation in another. Boroughs are divided into three categories: those with excess demand for temporary accommodation, those with approximately balanced levels of supply and demand, and boroughs with a greater supply of temporary accommodation than needed for people within their own area. The agreement 'allows' those in the first category to place households in boroughs in the later category. The agreement was not ratified by all of London's local authorities.
- 3.2 The agreement has not been revised since 2004, and the categorisation of boroughs no longer reflects realities on the ground. The agreement is now frequently ignored when councils make out-of-borough temporary accommodation placements.
- 3.3 The agreement also outlines a formal process (overseen by London Councils) for one borough to make a complaint against another in the event that it has not followed the terms of the agreement. To date no borough has ever made use of this process.
- 3.4 In recent years many boroughs have made significant efforts to reduce the numbers of cross-borough placements. For some boroughs these efforts have resulted in significantly fewer cross-borough placements (for example cross-borough temporary accommodation placements made by Kensington and Chelsea in 2009 constituted 24 per cent of all placements, down from 74 per cent in 2008).
- 3.5 London's Directors of Housing are particularly concerned that many more cross-borough placements are likely to be made after April 2011 when the government's proposed changes to Local Housing Allowance (LHA) come into effect for new applicants. These changes will see LHA rates reduced from the 50th percentile (of rents within a Broad Market Rental Area) to the 30th percentile. This will be accompanied by an overall cap on the total amount paid out.
- 3.6 Similarly temporary accommodation subsidy was reduced in 2010 to the equivalent of LHA rates minus 10 per cent plus £40 (management fee). At the present time accommodation procured through HALS (Housing Association Leasing Scheme) is exempt, but will be included from 2013.
- 3.7 Both changes are likely to significantly restrict the ability of low-income households in London (most particularly in central and North London) to find accommodation in the private rented sector, in their preferred areas, and the

ability of inner London boroughs to source accommodation for low income households within their areas.

4. Principles for agreement

4.1 This agreement is based on four core principles which boroughs agree will shape and inform the way they undertake and manage cross borough accommodation placements. These core principles are:

- **Not to 'out-bid'**
All boroughs agree to comply as fully as possible with the best practise principle not to offer a landlord or supplier more than the host borough offers for a property in its area.
- **Presumption to inform**
All boroughs placing a household in another borough will inform the host borough of the placement.
- **Safeguard vulnerable households**
Boroughs should avoid placing the most vulnerable households in other boroughs.
- **Host borough - first choice**
RSLs procuring HALS and HALD should offer these properties to the host borough in the first instance.

Principle one: Not to 'out-bid'

All boroughs agree to comply as fully as possible with the best practise principle not to offer a landlord or supplier more than the host borough offers for a property in its area.

4.2 Appendix one includes an up-to-date (as of March 2011) list of the payments and incentives that each borough offers under each accommodation procurement scheme / category.

4.3 Boroughs agree to avoid offering any landlord or agent more than a receiving borough would offer for the same property in any of the circumstances included in appendix one.

4.4 This principle includes 'finder's fees' which some boroughs offer to residents able to source their own accommodation. These should not exceed those

offered by receiving boroughs to residents finding accommodation in the receiving borough area.

- 4.5 BABIE rates (which cover the procurement of Bed and Breakfast Accommodation) are collectively agreed by boroughs. This agreement does not affect the existing arrangements over BABIE rates.

Principle two: Presumption to inform

All boroughs placing a household in another borough will inform the host borough of the placement.

- 4.3 All cross-borough placements of households in temporary accommodation should be tracked using the NOTIFY system. This arrangement will continue.
- 4.4 Where a placing borough is making a preventative placement in rented housing in another borough, the placing borough will inform the receiving borough of the placement.
- 4.5 The specific information that will be shared is:
- The name of household
 - The number of people (adults / children) in the household.
 - The bedroom size of house (e.g. three bedroom)
 - The property postcode
 - The name of the landlord / agent for the property.
 - The size of any financial incentive paid to tenant or landlord / agent (see principle one)
 - Whether the household includes a child / children on the Child Protection Register.
- 4.6 This information will be entered on to an excel spreadsheet (included in appendix two) and emailed to the receiving borough within one week of the placement being made.
- 4.7 All boroughs will supply contact details for an officer to receive these forms to London Councils which will circulate this contact list to the London Councils Housing Needs and Homelessness group. These contact details should be in the form of a generic email address for each borough, to ensure that any staff churn does not impact on information sharing. We recommend an email address such as accomodationplacements@boroughname.gov.uk.

Principle three: Safeguard vulnerable families

Boroughs should avoid placing the most vulnerable households in other boroughs.

- 4.8 In this agreement vulnerable families are defined as those with a child / children on the Child Protection Register, those with a history of Anti-Social Behaviour, prolific and persistent offenders and those housed through MAPPA (Multi-Agency Public Protection Arrangements).
- 4.9 Boroughs agree to avoid making accommodation placements of these families in other boroughs.
- 4.10 A protocol already exists between boroughs to ensure that any movement of such children across borough boundaries in temporary accommodation is tracked using the NOTIFY system. Movement of such children in preventative placements is currently not tracked using the NOTIFY system. This agreement does not affect the existing child protection protocols.

Principle four: Host borough - first choice

RSLs procuring HALS and HALD should offer these properties to the host borough in the first instance. .

- 4.11 In most cases RSLs do routinely offer properties procuring HALs and HALD to the host borough in the first instance. Under this agreement boroughs agree to continue this arrangement.

5. Monitoring movement across London

- 5.1 This agreement includes provision for placing boroughs to inform receiving boroughs each time a placement is made. Alongside this, information will be collected on the number of moves taking place across London, for an initial period of one year.
- 5.2 The uncertainty of the impact of the LHA changes is challenging to quantify. Households in receipt of LHA may be moving across London at the same time as demand more generally for private rented housing is steadily increasing. Boroughs report that they are not in a position to confidently predict how many households they will need to offer support to in the coming year.
- 5.3 The reductions in LHA rates will apply to all new applicants from April 2011, but will apply to existing claimants only once their existing allowance is reviewed (claims are reviewed annually). Any reductions will come into effect nine months after the review date. This means there may be existing applicants that will not be affected by the reductions in LHA until December 2012 (assuming their annual review is carried out in March 2012).
- 5.4 In order for London to collectively understand the level of cross borough placements, this agreement includes a commitment to monitor migration over

an initial period of one year (to April 2012). Boroughs may wish to extend this period if it is felt to be a useful exercise.

5.5 Boroughs are requested to collect the following information:

- How many preventative placements they placed / received each month in that period, and which borough those households went to / came from. This information should be available from the number of information sharing forms (appendix two) sent or received.
- How many temporary accommodation placements they placed / received each month in that period, and which borough those households went to / came from. This information should be available from the NOTIFY system.
- How many placements included children on the Child Protection Register. This information should be available from both the information sharing forms (appendix two) and the NOTIFY system.
- The originating borough of new LHA claimants in each month. This information will be available to some boroughs through the 'previous address' information supplied on the housing benefit claim form.

5.6 This information should be supplied to London Councils' housing and planning team and the sub-regional housing co-ordinators in October 2011 and in April 2012.

5.7 The officer working group responsible for this agreement will reconvene in October 2011 and April 2012 and review the information supplied. It will then make recommendations as to whether monitoring should continue and whether the agreement should be amended.

Appendix one: Borough offers to tenants, landlords and agents

Not included within this Annexe.

Appendix two: information to be shared when accommodation placement is made

Cross-borough accommodation placement - information sharing form

Please complete the following fields and send to receiving borough

Placing borough:	
Name of placing borough contact officer:	
Receiving borough:	
Name of household:	
no. of people in household	
Adults:	
Children:	
No. of bedrooms in property:	
Postcode of property:	
Name of property landlord / procuring agent:	
Has any financial incentive been paid as part of this placement (e.g. deposit, months rent in advance, rental guarantee etc.)? If yes give details:	
Does this household include a child / children on the Child Protection Register?	
Yes:	
No:	

[Return to Contents](#)



RENT DEPOSIT SCHEME

INFORMED CONSENT TO SHARE INFORMATION

Collecting & Sharing Information

We often work with other organisations and landlords/letting agents in order to provide a complete service to you. It is therefore helpful if the Council is able to share your personal information with them either by giving them information we hold, or asking them to give us information that they hold about you. We need your consent to do this. Examples of this include personal, family and social circumstances, and information to help us assess your housing needs (including your health, financial and employment details). Please note – these are examples and the list is not exhaustive.

The personal information you provide to us is protected by the Data Protection Act 1998. This means that we cannot use the information for other purposes unless you agree or the law allows us to use it for those purposes. The Data Protection Act allows you to have access to the information that we hold about you (with some exceptions). Please contact the Housing Needs Manager on (01252) 774420, should you wish to see a copy of your file. We do not normally charge for this service. However, if you wish to have a copy of the file, we will charge a fee of £10 (as set out in the Data Protection Act).

.....

Applicants Name:

I/We authorise you to make any enquiries that you wish, both now and in the future, with any recognised Credit Reference Agency; Council Department (including Benefit Services and Social Services); Government Department or Agency; Police; Hospital; Doctor; School and also suppliers of Gas, Water, Electricity, Digital Communications, Satellite TVs, Mobile telephones and Landlines, with regard to granting a loan under the Rent Deposit Scheme, ongoing monitoring of the Rent Deposit Account, recovery of any arrears on the account and the prevention/detection of fraud. In addition I/we understand and agree that my/our payment records and details of the instalment agreement will be made available to any recognised Credit Reference agency.

I/We understand that this may include disclosure of amounts of monies paid by Benefit Services and details of the recipient of these monies.

I / We understand that this will include details of my / our LHA claim being discussed with my landlord / letting agent if needed.

This information will not be used by Hart District Council for any reason that is not related to the Rent Deposit Scheme or my housing circumstances.

First Applicant:

Second Applicant:

Dated: _____

[Return to Contents](#)

Annexe 7: Example Assured Shorthold Tenancy Agreement

(Original material developed by Crisis, go to www.privaterentedsector.org.uk)

This tenancy agreement is made on.....between

Landlord's name (**'the landlord'**)

(in the case of joint landlords, the term 'landlord' applies to each of them and the names of each joint landlord should be written above. Each landlord individually has the full responsibilities and rights set out or implied in this agreement) of

Landlord's address

.....

..... Post code.....

Tenant's name (**'the tenant'**)

(in the case of joint tenants, the term 'tenant' applies to each of them and the names of all joint tenants should be written above. Each tenant individually has the full responsibilities and rights set out or implied in this agreement).

In respect of

Address

.....

..... Post code.....(**'the premises'**)

which comprises

Description of premises

.....

.....

.....

.....

.....

together with any fixtures, furniture and effects therein and more specifically described in the inventory attached to the agreement [and shared use of the following communal facilities]

.....

.....

The tenancy is granted for a fixed term ofmonths.

The tenancy begins on the..... day ofyear

The premises will be used to accommodate
..... only.

General terms

1. It is agreed as follows

Payment for the premises (1) the weekly/four weekly/monthly payments for the premises at the date of this agreement shall be

Rent £.....

Service charge £.....

(2) the payment of rent is due in advance on.....
except that the landlord acknowledges that where any payment of housing benefit is made directly to the landlord, such payment will be deemed to have been payment in advance though made in accordance with the housing benefit regulations currently in force

(3) the landlord may increase or decrease the rent by giving the tenant not less than four weeks' notice in writing of the increase or decrease. The notice shall specify the rent proposed. No increase shall take effect before the end of the fixed term or, thereafter, 12 months from the date of the last increase

(4) with the exception of any changes in rent this agreement may only be altered by the agreement in writing of both the tenant and the landlord

Notice by tenant (5) the tenancy hereby created may be terminated by the tenant before the expiration of the term by four weeks' clear notice in writing to the landlord

Service of notices (6) the address at which the tenant may serve notices on the landlord (including notices in proceedings) under section 48 of the Landlord and Tenant Act 1987 is

.....
.....
Any notice, or any other communication arising from this agreement, shall be validly served on the tenant if posted or delivered to the premises.

Exclusion of third party rights a person who is not a party to this agreement may not enforce any of its terms under the Contracts (Rights of Third Parties) Act 1999.

English law this agreement is governed by English law.

The landlord's obligations

2. The landlord agrees

Possession	(1)	to give the tenant possession of the premises at the start of the tenancy
Tenant's right to occupy	(2)	not to interrupt or interfere with the tenant's right peacefully to occupy the premises except where - (i) access is required to inspect the condition of the premises or to carry out repairs or other works to the premises or adjoining property; or (ii) a court has made an order for possession; or (iii) the tenant has ceased to reside in the premises and the tenancy has been determined by notice to quit
Repair of structure and exterior	(3)	to keep in habitable repair the structure and exterior of the premises
Repair of installations	(4)	to keep in good repair and proper working order any installations provided by the landlord for space heating, water heating and sanitation and for the supply of water, gas and electricity
Repair of common parts	(5)	to take reasonable care to keep any common entrance, passageways, stairways and other common parts, including their electric lighting, in reasonable repair and fit for use by the tenant and other occupiers of and visitors to the premises

The tenant's obligations

3. The tenant agrees

Possession	(1)	to take possession of the premises at the commencement of the tenancy and not to part with possession of the premises or assign or underlet the tenancy
Rent	(2)	to pay the rent [and service charge] weekly/four weekly/monthly and in advance
Water, fuel & telephone	(3)	to pay all charges for gas and electricity consumed and telephone calls made during the occupation of the premises by the tenant and a fairly apportioned part of all standing charges made in respect of the premises for [water], gas, electricity and telephone and telecommunication services
Council tax	(4)	to observe and perform any obligation on the part of the tenant arising under the Local Government Finance Act 1992 or regulations made thereunder to pay council tax or any similar tax in respect of the premises or its occupants
Use of premises	(5)	to use the premises for private residential purposes as the tenant's only or principal home and not to operate a profession, trade or business at the premises or to allow them to be used for any illegal, immoral or disorderly purposes
Nuisance	(6)	not to cause or allow members of their household or invited visitors to cause a nuisance or annoyance to neighbours
Racial and other harassment	(7)	not to commit or allow members of their household or invited visitors to commit any form of harassment which may interfere with the peace and comfort of, or cause offence to, any other neighbour, member of their household, visitor or the

		landlord or employee or contractor working on their behalf
Noise	(8)	not at any time to play or allow to be played any audio equipment or a musical instrument so loudly that it causes nuisance or annoyance to neighbours or can be heard outside the premises between the hours of 11.00 p.m. and 7.30 am.
Pets	(9)	not to keep a dog, cat or any animal which may cause a nuisance to neighbours or damage the landlord's property, without the previous written consent of the landlord. This written consent can be subsequently withdrawn by the landlord. Any pets must be kept under control and any damage or nuisance caused is wholly the responsibility of the tenant
Internal decoration	(10)	not to carry out internal decorations to the premises without previous consent in writing from the landlord
Not to alter the premises	(11)	not to alter the premises, nor to alter nor install electrical or other services, with the exception of a key meter for the electricity supply, without the previous consent in writing of the landlord
Communal areas	(12)	to share responsibility with other residents for ensuring that communal areas are kept in a clean and fit condition and are not obstructed in any way or used to store any items, even temporarily
Garden	(13)	to maintain the garden to a standard at least as good as it is at the commencement of the tenancy
Damage	(14)	not to cause any damage to the premises, fixtures, furniture or effects and not to remove any of them from the premises. To make good or pay for any damage to the premises or to fixtures, furniture and effects or to the common parts caused by the tenant or any invited visitors to the premises, fair wear and tear excepted, and to pay to the landlord any reasonable and proper costs incurred by the landlord in carrying out any works in default
State and condition	(15)	to leave the premises in the same clean state and condition as it was in the beginning of the tenancy Note of the condition of the premises and an inventory are attached to this agreement, and the premises, fixtures, furniture and effects must be left in at least as good repair and condition at the end of the tenancy (fair wear and tear excepted)
Reporting disrepair	(16)	to report to the landlord promptly any disrepair or defect for which the landlord is responsible in the structure or exterior of the premises or in any installation therein or in the common parts
Access	(17)	to allow the landlord's employees or contractors acting on behalf of the landlord or any other person authorised by the landlord access at all reasonable hours of the daytime to inspect the condition of the premises or to carry out repairs or other works to the premises or adjoining property (Normally at least 24 hours notice will be given, but immediate access may be required in an emergency)
Overcrowding	(18)	not to allow more than person(s) to reside in the premises
Lodgers	(19)	not to take in lodgers
Insurance	(20)	not to do or suffer to be done on the premises anything which may invalidate the insurance of the premises or otherwise increase the ordinary premium for such insurance

Gas cylinders	(21)	not to use or keep on the premises mobile gas heaters, gas cylinders, oil burning appliances, paraffin or petrol
Premises unoccupied	(22)	to inform the landlord if the premises are unoccupied for a period of longer than 28 days
Viewing the premises	(23)	to permit the landlord at reasonable hours in the daylight within the last 28 days of the tenancy to enter and view the premises with prospective purchasers or tenants and to display a notice for the sale or letting of the premises
Moving out	(24)	to give the landlord at least four weeks' previous notice in writing when the tenant wishes to end the tenancy. To give the landlord vacant possession and return the keys of the premises at the expiry or sooner termination of the tenancy and to remove all personal furniture, possessions and rubbish. The landlord accepts no responsibility for anything left behind at the premises by the tenant at the end of the tenancy
Location of furniture	(25)	to leave the fixtures, furniture and effects detailed in the inventory at the end of the tenancy in the rooms or places in which they were at the beginning of the tenancy
Washing linen	(26)	to pay for the washing (including ironing or pressing) of all linen and for the washing and cleaning (including ironing or pressing) of all blankets and curtains which have become soiled during the tenancy, the reasonable use to be allowed for.

The tenant's rights

4. The tenant has the following rights

Right to occupy	(1)	the tenant has the right to occupy the premises without interruption or interference from the landlord for the duration of this tenancy (except for the obligation contained in the agreement to give access) so long as the tenant complies with the terms of this agreement and has proper respect for the rights of other tenants and neighbours
Security of tenure for the duration of the tenancy	(2)	the tenant has security of tenure for the duration of the tenancy as an assured shorthold tenant as long as they occupy the premises as their only or principal home. Before the expiry of the term the landlord can only end the tenancy by obtaining a court order for possession of the premises on one of the grounds listed in schedule 2 of the Housing Act 1988 (as amended by the Housing Act 1996). The landlord will give the notice periods prescribed by law before making the relevant application to the court.
Expiry of tenancy	(3)	the landlord can only end the tenancy on or after the end of the term by giving the tenant at least two months' notice that they require possession of the premises and by obtaining a court order for possession. The court will make an order for possession if it is satisfied that the term has expired and the proper notice has been given
Cessation of shorthold tenancy	(4)	if the tenancy ceases to be an assured shorthold tenancy the landlord may end the tenancy by giving four weeks' notice in writing to the tenant.

Signatures

Tenant's signature Landlord's signature.....
In the presence of In the presence of
.....

If the tenant feels that the landlord has broken this agreement or not performed any obligation contained in it, they should first complain to the landlord in writing giving details of the breach or non-performance. If the landlord fails to deal with the complaint or, in the tenant's view, continues not to comply with the agreement the tenant can obtain advice and information about their remedies at law from SmartMove, the local citizens advice bureau or law centre or from a solicitor.

For independent advice about this agreement, you should contact your local Citizens Advice Bureau, housing advice centre or solicitor.

[Return to Contents](#)

Annexe 8 – Third Sector Endorsed Advice & Assistance Letter Template & Guidance on Completing the Template

Name of local authority
Address and branding to be included

Date:
Reference number:

Dear

On *{Insert date}* you approached the Council for assistance with regard to your housing situation.

This letter sets out the advice and assistance we discussed to assist you in resolving your housing need. You may wish to take this letter to other agencies or organisations who are supporting you so that they are aware of the advice you have been given.

1. Your situation

From our basic assessment we believe your situation to be as follows:

--

2. Homelessness application

Option 1: *The Council has considered a homelessness application from you. The Council has concluded that it is not under a duty to accommodate you under the provisions of homelessness legislation and I would refer you to our letter that was sent to you on [date] in which the Council outlined the reasons for its decision. The letter informs you of your right to request a review of the decision.*

Option 2: *Based on our initial assessment, we advised you that an application for assistance under the provisions of homelessness legislation was not the most appropriate way to resolve your housing situation because {insert reason}. You are still entitled to make a formal application for homelessness assistance.*

3. Meeting your immediate housing need

Having discussed your current circumstances with you, the table below sets out the actions that need to be taken to resolve your immediate housing issue (including remaining within your current accommodation if appropriate) and other related needs.

Action to be taken	Date of action	By whom	Other Agency actions
<i>i.e Referral to Private Rented Scheme (include specific details)</i>	<i>Immediate referral. Follow up on xx/xx/16</i>	<i>Housing Options</i>	
<i>Attend appointment with supported accommodation provider.</i>	<i>xx/xx/16</i>	<i>Insert name of homeless person</i>	

You have given us consent to contact other agencies on your behalf.

You have follow up appointments with:

{Insert details of time, location, agency name, individual name and contact details}

4. Preventing rough sleeping

The actions outlined above will address your housing need both in the short and medium term. The advice and assistance given, if followed, should ensure that your homelessness is prevented or resolved and that you do not therefore have to sleep rough.

Following our discussion today and the actions taken you will be staying in the following location tonight:

--

5. Longer term housing needs

In order to address your longer term housing needs and to prevent future homelessness we have agreed that the following steps need to be taken:

Action to be taken	Date of action	By whom	Other Agency actions

--	--	--	--

6. On-going support and an update review of the advice and assistance you have received

Should you wish to discuss your case further with regard to changes in your circumstances or if any of the above is unclear is, your named contact is: *{insert name and appropriate contact details}*

The complaints procedure if you are not happy with the advice you have received today is:
{insert details}

A copy of this letter will be kept by the local authority in case you lose this copy or you have cause to come back, so we may consider the steps that have been taken and any further action that is necessary to prevent you being homeless.

Yours sincerely,

[Return to Contents](#)

Confirmation of Advice & Assistance: Guidance On Completing The Letter

Introduction

The purpose of the advice and assistance letter is to confirm in writing the advice and assistance that has been given to an individual approaching the Council. The objective of the letter is to achieve transparency, with the individual having a written record of the adviser's understanding of his/her circumstances, the advice provided and the further actions and support offered by the Council and other relevant agencies.

Housing options services are often the first services to which people turn when they are homeless or at risk of homelessness. Regardless of whether the main homelessness duty is owed, local authorities still have a duty to provide homeless people with advice and assistance to help them find accommodation for themselves. This should include a full and comprehensive assessment of their housing needs. Such advice and assistance has considerable potential to prevent homelessness including rough sleeping¹.

The provision of advice and information to those at risk of homelessness needs to be wide-ranging and comprehensive in its coverage and may require a full multi-disciplinary assessment². The information provided should be up to date and must be tailored to an individual's needs.

The intention of this guidance note is to support the completion of the advice and assistance letter. The following guidance corresponds to the relevant sections of the letter.

Section 1: Your situation

You should include a brief summary about the individual's situation to include information from the following list, and other relevant details:

- Age and other relevant demographic information
- Background housing history and current housing situation
- Details of any dependents.
- Income
- Health needs
- Relevant support needs and agencies the individual is currently receiving support from

Section 2: Homelessness application

¹ In 2009-2010 Local Authorities for the first time recorded the numbers of cases prevented from becoming homeless through advice; an estimated total of 165,200 cases of prevention of homelessness or relief were recorded outside the statutory homelessness framework.

² Homelessness Code of Guidance for Local Authorities, 2006

You need to delete option 1 or 2 based on whether a Homelessness Application has been considered. If you decide that option 2 is applicable, you must explain why you consider that it is not appropriate for the individual to make a homelessness application.

Section 3: Meeting your immediate housing need

You need to consider the individual's short and medium term housing and related support needs, including support to enable people to stay in their home. The personalised action plan needs to be completed with this in mind. It should contain actions to be undertaken by you as the Local Authority and by any other agency. It can also include suggested actions to be taken by the individual, although failure to undertake such actions should not be used as a reason to refuse further non-statutory or statutory advice and assistance. It should be written as SMART objectives with dates included. Section 5 requires input about longer term housing and other support needs and prevention of future homelessness.

The type of assistance offered by the Council could include, but should not be limited to:

- Assistance to obtain accommodation in the private rented sector (e.g. referral into local private rented sector scheme, up to date details of accredited landlords, or a referral to other social lettings services)
- Information about the Local Housing Allowance, including whether they are eligible for an exemption to the shared accommodation rate³, explaining direct payment options with the landlord
- Access provided to internet / telephone to contact agencies and private landlords
- Exercising your S. 192(3) power to accommodate households if appropriate not deemed in 'priority need'
- Referral to legal advice or mediation with the landlord to enable remaining in or returning to current or previous accommodation
- Referral to the Tenancy Relations Service or Environmental Health Service to resolve landlord and tenant problems (if not dealt with in housing options)
- Support to make an application for an allocation of social housing accommodation through a social housing waiting list or choice-based lettings scheme
- Referral made to mediation and reconciliation services to return to friends or family
- Referral to or advice on applying to another social landlord/hostel/emergency accommodation provider
- Action on benefit maximisation e.g. support to apply for a crisis loan, community care grant,
- Referral for debt/money advice

³ This might be an exemption to the new age extension to SAR which applies to 25-34 year olds from January 2012 (see <http://www.dwp.gov.uk/docs/a12-2011.pdf> for exemptions to this); or eligibility to one of the existing exemptions (for care leavers, those in receipt of the severe disability premium and those with a non-resident carer)

- Discretionary Housing Benefit payments
- Referral to a substance misuse agency
- Referral to the Community Mental Health Team/other mental health service
- Liaison with Probation Service/Youth offending service
- Advocating on behalf of the homeless person with e.g. Council departments (such as housing benefit) or other agencies or individuals
- Local Authority prevention fund options
- Referral for specialist support ie Domestic violence
- Referral for vulnerable adults to the safe guarding team
- Joint assessment for young people between housing options and children's services
- Reconnection to another area in the longer term, if this is the preference of the individual and liaison is undertaken with the 'receiving' authority – please refer to Homeless Link's reconnection protocol for further details

Please note that support to overcome any identified obstacles to the homeless person carrying out these actions (such as language barrier, learning disability, lacking funds for travel or health issues) should be recorded in the Action Table.

Section 4: Preventing rough sleeping

The actions you outline in Section 3 will address housing need both in the short and medium term and if followed should ensure that an individual does not have to sleep rough.

Insert the actual place where the individual has told you they will be staying that night, however temporary the arrangement. This may include such options as:

- A temporary shelter or hostel
- Family member
- Friend
- Bed and breakfast accommodation
- Temporary accommodation through the Council.

If the individual has nowhere to stay, and if you have made a decision that they do not have a priority need or you do not have reason to believe that they may have a priority need, you should consider how to accommodate them including exercising your 192(3) power to accommodate households not deemed in 'priority need'. If you are choosing not to exercise this power and the individual has no other accommodation available and is likely to sleep rough, you should explain why you have chosen not to exercise this power.

Section 5: Longer term housing needs

In order to address an individual's longer term housing needs and to prevent future homelessness further steps may need to be taken, including looking at wider support needs. The personalised action plan needs to be completed with this in mind. It should contain actions to be undertaken by you as the Local Authority and by any other agency. It can also include suggested actions to be taken by the individual, although failure to undertake such actions should not be used as a reason to refuse

further advice and assistance. It should be written as SMART objectives with dates included.

Key areas to consider include: **Please refer to point 3 above**

Section 6: On-going support and advice

You should include a named contact, with details in case the individual wants to discuss their case further. This should include the days and times that the named contact is generally available.

Include details of the complaints procedure in case people are not happy with the advice they have received.

A copy of this letter should be kept by the local authority. We suggest that this is linked to a database of applicants, so that the authority has a record of local approaches for homelessness assistance, causes of homelessness, household size and need. This is a useful source of data for both local housing and planning strategies. For example, it can be used as a data source for Homelessness Strategies, Housing Strategies and Local Housing Needs Assessments for planning purposes.

Further information

- The Homeless Code of Guidance which sets out the requirements of Advice and Assistance can be found here:
www.gov.uk/government/publications/homelessness-code-of-guidance-for-councils-july-2006
- Crisis holds a store of online advice and resources about accessing the private rented sector:
www.privaterentedsector.org.uk/goodpracticeandresources.asp..
- Shelter provide information about all types of advice for homeless people:
http://england.shelter.org.uk/get_advice
- Homeless UK allows you to search for all types of services relevant to homeless people in a across a local area: <http://www.homelessuk.org>