

<b>Subject:</b>	<b>Procurement of Short Term and Emergency Temporary Accommodation</b>		
<b>Date of Meeting:</b>	<b>13<sup>th</sup> November 2019</b>		
<b>Report of:</b>	<b>Executive Director for Housing, Neighbourhoods &amp; Communities</b>		
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<b>Ward(s) affected:</b>	<b>(All Wards);</b>		

**FOR GENERAL RELEASE****1. PURPOSE OF REPORT AND POLICY CONTEXT**

- 1.1 Over the next five years, the council are planning to change the model of Temporary Accommodation (TA) provision to reduce the ratio of short term and emergency temporary accommodation to longer-term leased accommodation and to provide more council owned short-term accommodation. Overall, the council plan to reduce the use of TA over the next 5 years.
- 1.2 However, there will be a continuing requirement for emergency accommodation for the short to medium term. Officers are therefore proposing to set up a new Dynamic Purchasing System (DPS) to provide a compliant route to market for short-term and emergency temporary accommodation, managed on behalf of the council for homeless households under statutory duties. The DPS would be a backup in case it takes longer to reduce down TA and/or buy accommodation so the council is not exposed to risks of non-provision and have to rely on spot purchasing B&B style accommodation.
- 1.3 In 2012, the Council developed two Framework Agreements and a Dynamic Purchasing System for the provision of short term and emergency temporary accommodation managed on our behalf. This accommodation is for those households that we have an accommodation duty toward, either under the homelessness legislation; the Care Act or Children Act. These procurement systems have now expired and so the Council needs to develop a new mechanism to procure accommodation.
- 1.4 Under the above systems, the Council awarded individual contracts for the provision of 422 units of accommodation. The individual current contracts are due to expire between 2020 and 2022.
- 1.5 The purpose of this report is to provide an update of procurement options and to seek approval for the re-procurement of managed short term and emergency temporary accommodation; and to recommend this re-procurement to Policy & Resources Committee. Members should note that there are significant financial implications to recommending the level of service in Option 2 as outlined in section 7.

## **2. RECOMMENDATIONS:**

That Housing Committee recommends that Policy & Resources Committee:

- 2.1 Agree to procure short term and emergency temporary accommodation via a new dynamic purchasing system (DPS).
- 2.2 Decides whether option 1 or option 2 as set out in paragraph 3.9 should be used to develop the specification for the DPS.
- 2.3 Notes the indicative numbers of short term and emergency temporary accommodation units required in each year as shown in the table in Appendix 1.
- 2.4 Delegates authority to the Executive Director of Housing, Neighbourhoods and Communities in consultation with the Director of Finance, to:
  - (i) Procure and award the DPS referred to in 2.1 with a duration of up to four (4) years; and
  - (ii) Award and enter into call off contracts under the DPS referred to in 2.1.

## **3. CONTEXT/ BACKGROUND INFORMATION**

- 3.1 Due to changes in the funding formula for temporary accommodation (TA) and the current underlying budget pressure, the council are seeking to reduce all forms of temporary accommodation. Indications are that funding subsequent to the Flexible Homelessness Support Grant (FHSG) will be pegged to the number of Homelessness preventions achieved, rather than numbers of residents in TA. As such, the focus is to reduce the amount of temporary accommodation needed and to provide a balanced portfolio of TA stock that the council requires; both in terms of leased, managed and council owned property.
- 3.2 There will be a continuing requirement for emergency accommodation for the short to medium term. The council are therefore proposing setting up a new DPS to provide a compliant route to market for short-term and emergency temporary accommodation, which is managed on behalf of the council for homeless households under statutory duties. The DPS would be a backup in case it takes longer to reduce down short term and emergency temporary accommodation and/or buy accommodation, so the council is not exposed to risks of non-provision and has to rely on spot purchasing B&B style accommodation.
- 3.3 The current Frameworks and DPS were approved by Policy and Resources Committee in November 2012. Following development of specifications, contracts were called off from 2014 onwards. The Frameworks and DPS have now expired and the call off contracts awarded expire from May 2020 through to 2022.
- 3.4 The current priority is to reduce reliance on all forms of temporary accommodation through earlier intervention and sustainment of failing tenancies

or to find alternative solutions to resolve homelessness (as per the Homelessness Reduction Act 2017).

- 3.5 To achieve this, the Council has greater engagement with the private rented sector (PRS) to provide longer-term tenancies and ensure tenants and landlords are provided with support to sustain tenancies and ensure accommodation is suitable. Those households who need supported accommodation are provided with short term and emergency accommodation until we are able to move them into accommodation that will be better suited to their needs and we are working with Adult Social care in this respect.
- 3.6 The Council have developed a draft Enforcement Policy in Private Sector Housing, to ensure private rented accommodation is safe and well managed, and in addition we are exploring a selective licensing scheme both of which supports this approach.
- 3.7 In the interim, there will still be a requirement for short term and emergency temporary accommodation, tapering down over a five-year period from the current 420 units to approximately 148 units across a variety of bed-sizes. As such any call offs via the DPS will be for varying contract lengths dependent upon the quality and price of the accommodation on offer. Appendix one contains a table setting out the reduction over time.
- 3.8 Appendix two contains the specification of the council's DPS for emergency temporary accommodation (which has now expired) for information.
- 3.9 High level options with regard to the specification for the new DPS at this stage are as follows:
  - Option One – Retain current specification such that it is basic accommodation with a janitor/caretaker. We are considering what has worked/ not worked or needs refining but provision would largely remain as is currently provided but with an area where residents can receive visitors. Indicative costs suggest that prices will increase reflecting inflation, changes in the housing market plus costs of damages and robust management. This price increase will need to be factored into the 20/21 budget setting process as a budget pressure and will depend on the number of properties procured and the new prices set by the providers.
  - Option Two – An enhanced model of service provision following feedback. Indicative costs to provide the enhancements set out below have been obtained. It is estimated that this enhanced service level, including an enhanced caretaker role, would cost an extra £3,000 per unit per year. This does not include any allowances for incentivising reduced levels of evictions or low carbon issues, which are more difficult to quantify. So if the council were to procure 100 units in 2020/21, this would cost an extra £0.300m for each full year. Even though the council is aiming to reduce the number of units needed, there is no certainty that the plan will be successful and so there is currently no budget identified for an enhanced provision. Therefore, if no additional funding is received over and above that already confirmed in the 1-year Spending Review, then Service Level Option 2 will create a minimum budget pressure of £0.300m adding to the

budget gap and requiring savings from elsewhere across General Fund services.

- Service Charges (utilities and upkeep of common ways) to be included in the cost of the accommodation.
- Laundry facilities – a well-equipped laundry room in blocks of accommodation or within a 10 minute walk to facilities.
- Basic kitchen equipment (kettles, crockery, and cutlery) not currently provided but has potential for a charity/ voluntary service to assist.
- Room inspections – review number of inspections to avoid impacting on residents' time.
- Role of Caretaker – consider enhanced training and support for vulnerable tenants, not just traditional caretaker responsibilities.
- Damages – to be costed as part of the provider fee.
- Wi-Fi freely available in all blocks.
- Incentivising reduction in evictions.
- Low Carbon issues and fuel poverty should be considered.

- 3.10 The location of properties to be considered will be limited to the following areas to ensure adequate supply and competition from suppliers:
- The City Of Brighton & Hove
  - The Brighton & Hove Broad Rental Market Area
  - Adjoining BRMA (e.g. Worthing, Crawley and Reigate)

#### **4. ANALYSIS & CONSIDERATION OF ANY ALTERNATIVE OPTIONS**

- 4.1 The longer-term plan is to reduce the need for emergency and temporary accommodation through early intervention and tenancy sustainment to prevent homelessness or to enable a household to move in a planned way.
- 4.2 The service is increasing the number of referrals into the PRS and is working intensively with private sector landlords to offer longer tenancies; and working collaboratively to sustain existing PRS tenancies.
- 4.3 The possibility of providing some in-house managed short-term accommodation subject to a business case has been agreed by Housing & New Homes Committee (19<sup>th</sup> June 2019):

*“That it be noted the contents of the report and the business case will be developed to assess available properties as being potentially suitable for Short-term Temporary Accommodation for consideration at a future committee’*

Work is underway to find a suitable building. However, purchasing accommodation that is both affordable and meets the needs of the service will take time and so the council will still need to procure accommodation from the private sector to meet demand at least in the short to medium term.

- 4.4 Officers have considered the mechanism through which to procure and have discounted a framework. Framework agreements require that providers are qualified at the start and that prices are fixed for the period of the framework.

This means that if the housing market moves away from anticipated costs, that providers are not able to deliver the accommodation they intended for the price tendered. The Council are not able to call on other providers who have not been qualified at the start and so this model is not agile to deliver the accommodation required. Taking the learning from this, a dynamic purchasing system is proposed because it enables providers to request to join the DPS at any stage and so allows new providers to be considered; and it provides a mini tender process at each call off so that providers can reflect the cost of housing in the current market. This is more likely to enable the provision of a sufficient stock of good quality accommodation.

## **5. COMMUNITY ENGAGEMENT & CONSULTATION**

- 5.1 The Temporary Accommodation Action Group (TAAG) were consulted in October. This group brings together service users, councillors, officers, advocates and charitable organisations such as Just Life and Fulfilling Lives. This forum was invited to provide feedback regarding the developing specification. Initial feedback is that whilst Wi-Fi might be helpful for some people, it is the ability to have visitors that would make a difference, as residents would not feel so isolated. Mixed feedback was received in relation to location, with one resident commenting that being out of area has been the best thing for him, although at first he had not welcomed this. It enabled him to better deal with his addiction behaviour. Other feedback was that people felt isolated when out of area and in an unfamiliar place.
- 5.2 A report was considered by Procurement Advisory Board (PAB) on 9<sup>th</sup> September 2019, which set out that the PAB provides recommendations to P&R committee in relation to the following proposal:  
That the council procures short-term and emergency accommodation through a new DPS to provide flexibility and scaling based on future housing demand, having regard to the strategy and Government direction to reduce use of TA and take into account the replacement of properties with council owned and managed accommodation. The PAB noted the report and made no recommendations.

## **6. CONCLUSION**

- 6.1 The current procurement route and contracts are expiring and so permission is sought to re-procure. The council requires sufficient housing to meet need, at various stages of the process (investigation of claim through to accepted duty). It requires short term and emergency temporary accommodation to discharge its statutory duties in under housing law, to meet immediate need to accommodate people even if no duty was eventually held to exist.
- 6.2 The council is developing it's own short- term/emergency accommodation and account has been taken of projected units in the proposed number of units required in the table in appendix 1.

- 6.3 Option 1 would provide a similar level of service provision. Option 2 would deliver a more enhanced service but there are significant additional budget implications that would need further funding to be identified.

## 7. FINANCIAL & OTHER IMPLICATIONS:

### Financial Implications:

- 7.1 The Housing General Fund Budget for 2019/20 is currently forecast to overspend by £1.100m. This overspend will be funded by one-off Flexible Homelessness Support Grant received for 2019/20 to support the reduction of homelessness. The level of Government funding for 2020/21 and beyond is currently unknown and the council is currently waiting for announcements by the Ministry of Housing Communities and Local Government (MHCLG). This level of uncertainty means that there is a risk of budget pressures emerging.
- 7.2 The current 2019/20 expenditure budget for payment of rent and management of short term and emergency accommodation is £4.835m held within the Housing General Fund Temporary Accommodation budget. This budget represents 422 units of short term TA. Appendix 1 gives an estimate of the volume of short term and emergency accommodation required over the next 5 years, reducing to 148 homes by 2023/24. This plan is part of a wider strategy to reduce the number of households living in temporary accommodation and the overall budget for temporary accommodation. This reduction plan is not solely in the control of the council. It could be affected by external factors such as changes in the housing market, political changes and the on-going effects of Universal Credit.
- 7.3 As well as procuring units of accommodation the report gives members two options for the level of service:  
**Option 1 Service level.** Option 1 is broadly similar to the current level of service. The price the Council will pay for the newly procured accommodation is unknown but even with a similar service level, re-procurement is likely to lead to increased costs, given that current prices were agreed 3-5 years ago and there is high demand for rented accommodation in the city. Any increases above normal allowances for annual inflation would normally lead to a budgetary pressure for 2020/21 and beyond but, as mentioned in the body of the report, there are already plans to reduce the number of homeless households in this type of accommodation and therefore the total cost could be within the current budget. So, the service pressure resulting from the new prices will depend on the success or otherwise of the reduction plan. However, a prudent estimate for this service pressure will be taken into account when setting the General Fund Budget for 2020/21.
- 7.4 **Option 2 Service Level.** Option 2 is an enhanced service – estimated at £3,000 extra per year for each new unit procured. If 100 units were to be procured in 2020/21, this would cost an extra £0.300m for a full year. Given the risk factors of containing the newly procured units within the current budget, and the unknown level of future funding from the Government, this cost is very likely to lead to a further service pressure. If no additional funding is received over and above that already confirmed in the 1-year Spending Review, then Service Level Option 2 will create a minimum budget pressure of £0.300m adding to the budget gap and requiring savings from elsewhere across General Fund services.

Legal Implications:

- 7.4 There are a variety of housing needs, which need to be addressed. There are frequently 'emergencies which require us to have emergency accommodation. Due to the difficulty around locating accommodation on short notice either in the existing Council stock or in the private sector, it is more efficient and meets our legal requirement to have a pool of accommodation available to meet short term to medium term needs. Without property available, we face legal challenge.
- 7.5 A DPS is similar to an electronic framework agreement, but new suppliers can join it at any time. It is to be run as a completely electronic process, and should be set up using the restricted procedure and some other conditions (as set out in Regulation 34 of the Public Contracts Regulations 2015). The DPS involves a two-stage process. First, in the initial setup stage, all suppliers who meet the selection criteria and are not excluded must be admitted to the DPS. Contracting authorities must not impose any limit on the number of suppliers that may join a DPS. Unlike framework agreements, suppliers can also apply to join the DPS at any point during its lifetime. Individual contracts are awarded during the second stage. In this stage, the authority invites all suppliers on the DPS (or the relevant category within the DPS) to bid for the specific contract. The DPS should be set up and run in accordance with the Regulations as well as the council's Contract Standing Orders (CSOs).

Equalities Implications:

- 7.6 Although the scope of these umbrella arrangements is specifically for the accommodation of 'general needs' clients, it is acknowledged there is an unmet support need for some clients placed in emergency/short term accommodation. This will be met in part by the Housing support service, but the new specification can include a greater emphasis upon the clients' needs with a view to sustaining accommodation and consideration of move-on options.

A number of households supported by Adult Social Care (ASC) and Children's services are accommodated in emergency/short term accommodation. The specification will be developed in consultation with colleagues in ASC and Children's to ensure the specific needs of their clients are considered as part of this exercise; Members so as to incorporate their priorities, feedback from existing providers and from support providers and residents of short term accommodation.

Sustainability Implications:

- 7.7 Specification and tender documents will be designed in a manner to encourage Small to Medium Enterprise (SME) applicants. By the nature of this

procurement exercise, the accommodation the council seek will be located within, or adjoining the Brighton & Hove Broad Rental Market Area (BRMA) so is likely to be sourced from local contractors and/ or those who employ staff from local residents and purchase goods locally, which should contribute to the circular economy and community wealth.

There is an opportunity to require that] the accommodation which is procured meets energy efficiency standards. In addition changing the ratio of short to long-term accommodation in favour of longer term reduces the risks associated with a few providers and reduces budget pressures.

## **SUPPORTING DOCUMENTATION**

### **Appendices:**

1. Table setting out the reduction of units over time
2. Existing Specification

## Appendix 1

Table showing proposed reduction of short-term accommodation over time and number of units it will be necessary to procure.

<i>Year</i>	<i>Short term / Emergency units</i>	<i>Number of units contract ends</i>	<i>Est.Purchased units ready to let</i>	<i>Number of units to be procured</i>	<i>Resulting number of units by year end</i>
2020 - 21 (*)	322	(202)	30	100	250
2021 - 22	250	(88)	0	38	200
2022 -23	200	(30)	0	0	170
2023 - 24	170	(2)	0	(20)	148
2024- 25	148	0	0	0	148

(\*) includes 100 units handed back in 2019/20

## Appendix 2

### CURRENT SPECIFICATION – DYNAMIC PURCHASING SYSTEM (DPS) FOR EMERGENCY ACCOMMODATION

In this specification the following words shall have the meanings given to them below:

**Call-Off Contracts** means specific contracts awarded by the Council under the terms of the DPS.

**Council** means Brighton & Hove City Council.

**DPS** means the Council's dynamic purchasing system consisting of Providers who have been approved by the Council to tender for contracts to provide and manage emergency accommodation for the Council.

**ITT** means an invitation to tender issued by the Council inviting the Providers on the DPS to tender for specific Call-Off Contracts.

**Lease Agreement** means the contractual agreement for a Property entered into between the Council and the Provider in the form supplied by the Council.

**Lease Payment** means the Lease Agreement payments due from the Council to the Provider under the Lease Agreement.

**Management Agreement** means the management agreement (to use with the Lease Agreement) for a Property entered into between the Council and the Provider in the form supplied by the Council.

**Occupier** means a person/family who has signed an Occupier Agreement with the Council and occupies a Room.

**Occupier Agreement** means the Council's licence agreement which is between the Council and the Occupier in the form to be provided by the Council.

**Property** means a property including all the Rooms within it provided by the Provider which conform to the requirements set out in this Specification.

**Property Owner** means the Provider [or a third party] who may lawfully grant the Council a Lease Agreement in respect of a Property.

**Provider** means a Provider appointed a place on the DPS

**Room** means a unit of emergency accommodation situated within a Property used for living and sleeping that is available for the exclusive use by an Occupier

**Room Booking Form** means the form used by the Council to book a unit of emergency accommodation

**Working Day** means any day other than a Saturday or Sunday or public holiday in England and Wales.

**Working Hours** means the hours from 9.00am to 6.00pm Monday to Friday and excluding public holidays in England and Wales

#### 1. OVER VIEW OF THE DPS

1.1 The Council intends to establish a DPS of Providers who satisfy the Council's standards and requirements should they successfully tender to provide and manage emergency accommodation for families and vulnerable individuals to whom the Council has a housing duty.

Selection of Provider from the DPS

1.2 During the term of the DPS, when the Council requires emergency accommodation for families and vulnerable individuals to whom it has a housing duty the Council may set out its requirements for such accommodation in an ITT to all Providers on the DPS.

1.3 Following a successful tender bid, Call-Off Contracts may then be executed as follows:

1.4 The Provider will enter into a Lease Agreement with the Council for a term of

three (3) years to seven (7) years.

1.5 The Provider will enter into a Management Agreement with the Council for the Provider to manage that Property and the Occupiers within it.

## **2. PROPERTY AND ROOM STANDARDS**

2.1 Properties supplied to the Council must:

2.1.1 Conform to the requirements set out in the Council's ITT.

2.1.2 Be available for the sole and exclusive use of the Council.

2.1.3 Be located within the Brighton & Hove City Council boundaries or in adjoining Broad Rental Market Areas

2.1.4 Consist of a number of individual Rooms with shared and/or self-contained kitchens and sanitary facilities in converted houses (HMO) or purpose built blocks (not situated above or next door to commercial or business premises unless otherwise agreed in writing with the Council) or existing bed and breakfast hotels or guest houses (subject to their planning status), which together with the communal areas will form the Property.

2.1.5 Be compliant with the buildings current planning use class for use as emergency accommodation for the Council.

2.1.6 If the facilities for the Rooms are shared; have access to adequate kitchen and bathroom/WC facilities. If the Rooms are self-contained; have a bedroom/living area, a separate kitchen or a kitchen area within the Room and a bathroom & WC.

2.1.7 Meet the following standards: the Property & Room Standards; when wheelchair accessible Rooms have been requested by the Council, the Wheelchair Accessible Property & Room Standards; the Property & Room Furnishing Standards as set out in Appendix A.

## **3. PROPERTY AND ROOM MANAGEMENT SERVICES**

3.1 The list of duties set out in this Specification is not exhaustive and the Council may seek to add or vary duties. The parties (the Council and the Provider) will agree any such additions or changes in writing prior to implementation.

### **3.2 Room allocation**

3.2.1 Following completion of the Call-Off Contracts in relation to a Property as specified above the Council will be entitled to allocate Rooms in the Property to persons qualifying for emergency accommodation.

3.2.2 The emergency accommodation will be required by the Council from the date specified in the ITT, [following a full assessment by the Council of their needs]. The Provider will be required to provide adequate staff cover at the Property to enable nominations to take place at any time, they shall respond immediately to allocations made by the Council and must facilitate the occupation of a Room by the nominee on the day of the allocation. Whilst most allocations to the accommodation will be done during the Working Day, unless otherwise specified, the emergency accommodation must be available to the Council to allocate clients to 365 days of the years at any time of the day or night.

3.2.3 If the allocation occurs during Working Hours the Council will phone and then email the Provider setting out details of the person/family (the 'Nominee') that the Council has signed up an Occupier Agreement for the Room. The Provider shall then meet the Nominee at the Property at the time set by the Council.

3.2.4 If the allocation occurs outside of Working Hours the Council's 'night duty' service will contact the Provider by phone and the Provider will be required to have staff available to facilitate the Nominees move in to the Room. On the following Working Day the Council will email the Provider setting out details of the Nominee that the Council has signed up an Occupier Agreement with and who has moved into the Room.

3.2.5 The Provider must not give keys to or move a Nominee into a Room without a

Room Booking Form except where the Nominee has been allocated the Room out of Working Hours. In this case the Nominees details will have been given over the phone and they will not have a Room Booking Form.

The Provider shall:

3.2.5.1 Hand over the keys to the Nominee and facilitate their move in to the Room at that time;

3.2.5.2 Explain the Provider's management rules for the Property to the Nominee;

3.2.5.3 Provide the Nominee with the schedule of condition and inventory of furnishing of the Room; and

3.2.5.4 Confirm to the Council on the day that the Nominee has moved into the Room.

3.2.6 The Provider shall inform the Council immediately if the Nominee does not attend the viewing or does not accept the Room. If the Nominee does not attend the viewing or accept the Room, the Council will re-allocate the Room.

3.2.7 The Provider must accept all Nominees unless they are known to the Provider to have previously been evicted from a Room or another property managed by the Provider and the Provider forms the reasonable view that the accommodation is not suitable for the Nominee in view of this history. Before refusing to accept a Nominee on this basis, the Provider must discuss the refusal with the Council and obtain the Council's approval to banning the Nominee. If the Provider operates a banned list this must be reviewed and agreed with the Council on a six monthly basis.

3.2.8 The Provider shall inspect the Room within two (2) days of the Nominee moving in to ascertain whether they are in occupation and whether there are any issues of concern with the Room or with the Occupier. If the Nominee is not in occupation, the Provider shall inform the Council immediately and the void Room shall be managed in accordance with section 3.4 below.

3.2.9 The Council may transfer any Occupier at its own discretion to another similar Room in the Property or to another Provider. The Occupier will be informed a minimum of nineteen (19) hours before the transfer and the Provider will also be informed at this time. The Provider must seek the Council's approval if it wishes to move an Occupier from one Room to another Room.

### **3.3 Room inspections, monitoring and management of occupied Rooms**

3.3.1 The Provider shall act as the Council's agent for the purposes of; managing the Rooms and the Property and enforcing the terms of the Occupier Agreement.

3.3.2 The Provider shall appoint a manager who will be responsible for the day to day running and good management of the Property. The manager's details (name, address, day time and emergency phone numbers) shall be provided in a readily visible location in the Property.

3.3.3 The Provider shall make twenty four (24) hours on-site management available to the Property and have adequate staff cover at all times to ensure the safety and wellbeing of the Occupiers and to control acts of ASB by the Occupiers or their friends, family or associates.

3.3.4 The Provider will inspect all Rooms at least once a week (or more frequently if the Provider or Council believes that the Room may be not properly occupied, or is at risk of damage by the Occupier or if the Provider or the Council has concerns that the Occupier may not be able to sustain their Occupier Agreement) to:

3.3.4.1 Determine whether the Room is occupied by the Occupier;

3.3.4.2 Determine whether the Occupier has any issues in sustaining their Occupier Agreement.

3.3.4.3 Ascertain whether there has been a breach of the Occupier Agreement

3.3.4.4 Inspect the Room to determine whether any repairs, maintenance or dilapidations works are required.

3.3.5 The Provider shall inform the Council as soon as reasonably practicable in the event that during its Room inspection it discovers that there has been a breach of an Occupier Agreement or breach of the Lease Agreement. The Provider shall then take appropriate action as set out herein to remedy the breach or as agreed with the Council.

3.3.6 During and throughout the term of the agreement the Provider shall ensure that the Property remains compliant with the Property & Room Standards (Appendix A). The Provider shall be responsible for the replacement or repair of any furniture or furnishing during the term of the agreement.

3.3.7 The Provider will be required to have clear fire evacuation procedures and routes for all Occupiers of the Property and have the evacuation Procedures and Routes clearly displayed in the Property. The Provider will be required to inform all new Occupiers what to do in case of fire and give them details of; the fire precautions provided in the Property and in their Room, the escape routes/provisions within the Property and the safe assembly points outside it.

3.3.8 The Provider must ensure that an 'individual assessment and a personal evacuation plan' is drawn up for any Occupier with disabilities or mobility issues covered by the Equality Act 2010. The Council shall identify to the Provider any Occupier who needs an 'individual assessment and a personal evacuation plan'. This will be completed in co-operation with the Occupier and a copy supplied to the Occupier; the original being retained by the Provider to inspection by the council on request.

3.3.9 The Provider shall provide a working phone on site for use by Occupiers and a notice shall be displayed by the phone with numbers of the Fire Brigade, environmental health service, Police station and local doctors.

3.3.10 The Provider shall ensure that Occupiers have access to their Rooms at all times except when essential repairs, maintenance or cleaning are being carried out.

Enforcement of Occupier Agreements/ASB:

3.3.11 The Provider shall manage any anti-social behaviour (ASB) including any noise nuisance, harassment, hate crime, domestic violence and neighbourhood disputes caused by Occupiers. All incidents of ASB must be reported to the Council. The Provider should consult with the Council (or other body in the city) where the ASB is significant and the Council or other body has a statutory responsibility in relation to such behaviour. Such bodies include the Brighton and Hove Community Safety Partnership, Crisis Intervention Team, Vulnerable Adults Team, Families and Young People Team and The Brighton and Hove Drug and Alcohol Action Team.

3.3.12 The Provider shall also adhere to the Council's ASB victim and witness standards, to be provided to the Provider by the Council

3.3.14 The Provider shall document all ASB and hate crimes that they deal with and keep records of all incidents and any warnings or actions they take, which shall be provided to the Council on request.

3.3.15 In the event that the Provider becomes aware that an Occupier has breached or is likely to breach any of the terms of their Occupier Agreement the Provider shall inform the Council and take all reasonable enforcement steps. All warnings and enforcement steps taken by the Provider against the Occupier must be made in writing to the Occupier (the form of these notices to be agreed with the Council). Records of all these actions must be kept by the Provider and provided to the Council on request

3.3.16 Where the Council considers that legal action (to be taken by the Provider on behalf of the Council) is appropriate for any breach of the Occupier Agreement or for ASB or to gain possession of the Room or the Property, the Council and Provider shall agree a method statement (except in the case of legal action against the Occupier for Rent Arrears which will be the sole responsibility of the Council). All legal actions commenced by the Provider in the name of the Council must be approved by the Council.

3.3.18 The Council shall be responsible for all reasonable costs associated with any legal action against an Occupier provided the Provider has followed the process set out above.

### **3.4 Management of void Rooms**

Void on expiry/termination of Occupier Agreement:

3.4.1 The Council and Provider shall inform each other as soon as possible after they become aware that an Occupier Agreement is coming to an end or has been terminated.

3.4.2 The Council must serve a “planned end of Occupier Agreement notice” on the Provider by 5.00 pm on the day prior to the Occupier Agreement end date. The Occupier will be expected to leave the Room by 12.00 mid-day on the Occupier Agreement end date.

3.4.3 The Provider shall visit the Occupier in their Room before the Occupier Agreement has ended and inform them of their exit obligations under the Occupier Agreement.

3.4.4 Once the Occupier Agreement has expired or is terminated and the Occupier has left the Room, the Provider shall take possession of the Room, remove any belongings and change the locks if necessary.

3.4.5 The Provider shall remove all previous Occupiers rubbish and any graffiti must be removed. The Room shall be thoroughly cleaned and the floor vacuumed or washed as necessary. All sanitary ware and kitchen facilities exclusive to the Room shall be hygienically cleaned and fit for use.

3.4.6 The Provider shall complete and pay for any works that are required to ensure the Room meets the Property & Room Standards (Appendix A) within two (2) Working Days of the end of the Occupier Agreement so that the Council can allocate a new Nominee to the Room. For the avoidance of doubt any void periods longer than two (2) Working Days (unless otherwise agreed in writing by the Council) will be the responsibility of the Provider and the Lease Payments and the Management Fee will be adjusted accordingly.

3.4.7 In bringing the void Room up to the minimum standard to satisfy the Property & Room Standards and the Property & Room Furnishing Standards (Appendix A) the Provider will be responsible for any costs or works associated with the Occupiers non-compliance with the terms of the Occupier Agreement including making good any deliberate damage and the replacement of any furniture or furnishings.

Void due to abandonment:

3.4.8 The Council and Provider shall inform each other as soon as possible after either party becomes aware that a Room has been abandoned.

3.4.9 The Provider shall take the following steps with respect to an abandoned Room:

3.4.10 The Provider may (in accordance with any applicable legislation) enter the Room for the purpose of securing the Room and any fixtures, fittings or furniture against vandalism and theft and shall affix a note to the door of the Room providing the Occupier who abandoned the Room with information where the keys can be collected.

3.4.11 The Provider shall be responsible for the collection, removal and storage of any items belonging to the Occupier left in the Room. The Provider will store any items for a minimum of two weeks. The Provider will be responsible for all costs incurred in relation to the storage of the Occupier’s items.

### **3.5 Financial arrangements**

3.5.1 The form of Lease Agreement entered into by the Council in relation to the Property will confirm the level of Lease Payments to be paid to the Provider or the Property Owner as the case may be. This Lease Payment will payable from the commencement of the Lease Agreement throughout the term subject to the void control procedure set out above.

### Occupier's Rent

3.5.2 In the event that the Provider unreasonably refuses to accept a Nominee or fails to make a Room available for occupation in accordance with the procedures set out above, the Council will not be liable for the cost of the void Room due to the Provider until such time as it is allocated to a Nominee or ready for occupation.

3.5.3 The Council will set and collect the Occupier's rent pursuant to the Occupier Agreement

### Utilities and Service Charges

3.5.4 The Provider shall be responsible for paying the council tax on the Property and for all costs associated with the provision of utilities to the Property. Where agreed with the Council, the Provider may levy a service charge on the Occupier.

3.5.5 If the Provider wishes to levy a service charge it must either be a fixed weekly charge to the Occupier (dependent upon the Room size) or the Occupier will pay for any agreed utility(s) through an individual meter in their Room. Individual meters in Rooms must be calibrated so that the Occupier is paying the standard rate for the supply of the service. For the avoidance of doubt, the Provider cannot charge the Occupier any form of rent, utility surcharge or levy a service charge upon the Occupier without the written agreement of the Council.

### Management Fee

3.5.6 The Council will pay a Management Fee to the Provider at the rates specified in the Management Agreement.

### Lease Payments

3.5.7 The Provider shall make the Lease Payments to the Property Owner in accordance with the Lease Agreement and shall be reimbursed by the Council for this. The Provider shall supply the Council with evidence that it has made the Lease Payments on request.

## **3.6 Management of Lease Agreement obligations**

Ensuring the Property Owner complies with the Lease Agreement, provision of repairs and maintenance service

3.6.1 The Provider shall ensure that the Property Owner complies with its obligations under the Lease Agreement and shall give such support and information as required by the Council to enable it to enforce its rights under the Lease Agreement.

3.6.2 The Provider shall inform the Property Owner that it will be making the Lease Payments to the Property Owner on behalf of the Council and inform them that they, the Provider, will be managing the Occupier Agreements on behalf of the Council.

3.6.3 At the start of the Lease Agreement, the Provider shall undertake a schedule of condition and inventory of the Property and all the Rooms and agree it with and provide a copy to the Property Owner and, if requested, to the Council. The schedule of condition and inventory must be drawn up to the best practice 'industry standard'.

3.6.4 The Provider will take responsibility for carrying out all repairs to and maintenance of the Property to ensure compliance with the Lease Agreement. The Provider shall obtain any necessary permission from the Property Owner to enable it to carry out these tasks.

3.6.5 The provider shall provide a 24-hour 365 day emergency repair service. It shall also provide a day to day repair service so that the Council and Occupiers can request any repairs and maintenance to the Room or the Property during the hours of 9am to 6pm on a Working Day and the Provider shall attend to such requests in accordance with the timeframes set out in Appendix B. The Provider shall inform the Occupier of the repairs and maintenance service that it offers.

3.6.6 In the event that the Property Owner wishes to carry out any works at the Property which affect or are likely to affect the Occupier, the Provider shall liaise between the Property Owner and Occupier and notify the Council.

Ensuring the Council complies with the Lease Agreement

3.6.7 The Provider shall pay the Lease Payments to the Property Owner in accordance with the Lease Agreement whether the Rooms and/or the Property are occupied or void. The Property Owner shall provide the Council with evidence that this payment is being made if requested by the Council.

3.6.8 The Provider shall take all reasonable steps to secure vacant possession of all the Rooms and the Property at the end of the Lease Agreement in accordance with any applicable legislation relating to the repossession of an Occupier Agreement which may include, when requested by the Council, serving the Council's template eviction notice on the Occupier and providing the Council with a certificate of service. Any legal action commenced against the Occupier will be carried out in accordance with section 3.3.16 above.

### **3.7 Satisfaction and complaints handling**

3.7.1 The Provider shall have policies, procedures and systems in place to record, investigate and fully address complaints made by Occupiers and/or Property Owners. The Provider's complaints process shall include the following as a minimum:

#### **3.7.1.1 Stage One – problem solving**

The Provider shall acknowledge an initial complaint within two (2) Working Days of receipt and give the complainant details of the Provider's staff member dealing with the complaint.

The staff member should aim to reply within ten (10) Working Days resolving the problem

If there is a delay in replying the staff member should inform the complainant of the reason for the delay and when they can expect to receive an answer

#### **3.7.1.2 Stage Two – Formal investigation**

Following Stage One, if the complainant is not satisfied, a formal investigation of the complaint will be undertaken by the Provider's staff manager as follows:

The continuing complaint will be acknowledged and the complainant will be given the name of the manager dealing with the complaint.

The manager should aim to complete his/her investigation within twenty (20) Working Days and if further time is required they will explain to the complainant why this is needed.

As far as possible, the Provider should aim to put the complainant in the position he/she would have been in had things not gone wrong.

The Provider shall inform the Council of any and all Stage two complaints within two (2) Working Days of their receipt.

#### **3.7.1.3 Stage Three – referral to the Council**

If the complainant is still dissatisfied following Stages One and Two, the Provider shall refer the matter to the Standards & Complaints Department at the Council.

### **3.8 Reports, monitoring and communications**

3.8.1 The Provider must keep records and full documentation (electronic) of all communications it has with the Council, Property Owners, Occupiers and all other parties associated with the agreement, with full details kept of the subject, the response and the subsequent actions taken by the Provider. Where requested the records and full documentation must be made available to the Council.

3.8.2 The Provider shall allow Council officers and officers or staff of any organisation working with, for or authorised by the Council without notice access to all parts of the Property to; inspect it, to ensure the requirements set out in the Contract are being complied with and to visit the Occupiers in

their Rooms.

### **3.9 Property Management**

3.9.1 The Provider shall carry out thorough regular cleaning of all the common parts of and shared facilities at the Property including; all kitchen and bathroom facilities, woodwork and flooring. The Provider is required to keep any outside spaces well maintained, clean and clear of obstacles, grass regularly cut and any bushes and shrubs pruned. Windows and window panes, external woodwork and finishes should be kept in a clean condition.

3.9.2 The Provider will be required to clear refuse, litter and re-cycling from the common parts of the Property and not allow litter, refuse or re-cycling to build up in any part of the Property and the external areas.

