



Interim Accommodation Placement Policy

1. Summary

- 1.1 This document sets out Surrey Heath Borough Council's policy for the placement of applicants in interim accommodation, both inside and outside of the borough. It covers interim placements made under Section 188 of the Housing Act 1996 (as amended) while enquiries are made into a customer's homeless application. A separate policy covers longer-term temporary accommodation placements for customer's owed the main housing duty under Section 193 of the Housing Act 1996 (as amended). This can be found on the Council's website.

2. Introduction

- 2.1 The Council has a duty to take steps to prevent or relieve homelessness for all customers who are eligible for assistance and are homeless or threatened with homelessness. This is irrespective of whether or not they have a priority need for accommodation.
- 2.2 If a customer, or anyone else reasonably expected to live with them, is thought to have a priority need for accommodation, Section 188 of the Housing Act 1996 requires the Council to ensure interim accommodation is available for that customer and anyone else reasonably considered as part of their household.
- 2.3 The categories considered to give a customer a priority need are listed in full at Section 8.3 of the [Homelessness Code of Guidance](#) issued by the MHCLG.



- 2.4 If the Council are satisfied that an offer of interim accommodation is required they will firstly look to see whether a suitable offer can be made within our temporary accommodation stock managed by Accent Housing. If this is not a suitable option or there is no availability then the Council will make an offer of emergency Bed and Breakfast (nightly paid) accommodation.
- 2.5 The Council does not own any of its own Bed and Breakfast accommodation and works with a number of providers across Ash Vale, Aldershot, Farnborough, Woking and Slough.

3. Suitability of Accommodation

- 3.1 When offering interim accommodation the Council will consider the suitability of the accommodation, taking into account location, size, access to amenities, medical factors, employment and education and the Equality Act 2010.
- 3.2 Whenever possible interim accommodation will be offered within the borough. This will allow a customer to maintain links to services and support they already have in place. However, there may be circumstances when there is a lack of suitable accommodation and the Council is required to use out of area accommodation options. Regardless of whether a customer is offered accommodation within or outside of the borough, consideration will always be given to possible risks to safety.
- 3.3 Whenever possible interim accommodation should provide adequate space and room standards for the customer and their household. If self-contained customers will be expected to use the living room as a bedroom.



- 3.4 The quality of decoration/furniture, the layout or type of accommodation, parking provisions and access to a garden are not ordinarily acceptable reasons for refusal, although individual circumstances will be taken into account.
- 3.5 The Council will consider local transport links and access to amenities such as GP surgeries, dentist and shops.
- 3.6 Attendance at local schools or nursery placements is not ordinarily considered a reason to refuse interim accommodation, although consideration will be given to any special education needs. Customers will be encouraged to speak to their schools/nurseries and the local education authority to discuss whether they are entitled to any assistance with transport costs.
- 3.7 Consideration will be given to the need of the customer to reach their normal workplace. This will apply to both those with their own vehicle and people reliant upon public transport. It is generally accepted that travel up to 90 minutes to reach employment is considerable as suitable but individual circumstances will be taken into account i.e. shift patterns and availability of public transport.

4. Offer Process

- 4.1 An offer of accommodation will be made to any person presenting as homeless, believed to be in priority need, for them and anyone else reasonably expected to be part of their household. The Bed and Breakfast offer will be on a nightly basis and will be regularly reviewed to ensure that the offer is still required and whether a more suitable form of accommodation has become available. Bed and Breakfast accommodation usually has shared kitchen and bathroom facilities and private use of a bedroom.
- 4.2 If the Council decides it has a duty to house a customer, the Council will move that customer and their household to a longer-term form of temporary



accommodation within Surrey Heath as soon as something becomes available. In exceptional cases this will not be an option if the customer involved is not able to access accommodation provided by Accent Housing.

- 4.3 Customers will be given one offer of suitable interim accommodation and they will be asked to accept it straight away. Customers may also be expected to move from one temporary accommodation to another at short notice. There is no obligation on the Council to allow customers to view the accommodation prior to accepting an offer. The individual circumstances of a customer will be considered when making any offer of interim accommodation.
- 4.4 The Case Officer allocated to the case will issue the customer with a letter confirming the offer of accommodation and what the customer can do if they believe the offer not to be suitable. If the Council believe the offer to be suitable, and the customer refuses the offer, no further offer will be made.
- 4.5 Where a customer refuses suitable interim accommodation, which may include out of borough placements and the Council does not accept the reasons for refusal, no further accommodation offer will be made. This refusal would result in the Council's interim duty being discharged and the customer will be required to make their own arrangements. There is no right of review against the suitability of interim accommodation offered to customers under Section 188 Housing Act 1996 although they can apply for judicial review through the High Court.

5. Accommodation Charge

- 5.1 Any placement is subject to an accommodation charge. For customers placed in accommodation managed by Accent Housing, the charge will be determined by



Accent Housing and collection of this rental charge will remain their responsibility. Accent Housing have their own rent collection procedures which can be requested if necessary.

- 5.2 The rental charge for Bed and Breakfast accommodation will be set and administered by Surrey Heath Borough Council.
- 5.3 The rental charge is charged weekly and varies on the location of the Bed and Breakfast but has been calculated in line with Local Housing Allowance rates and government set benefit service charge deductions. The weekly charge is made up of two parts – the eligible rental liability and the ineligible service charge.
- 5.4 Customers will be supported to claim Housing Benefit to help them with the cost of the placement. Possible entitlement will be dependent on the income and capital circumstances of each individual customer and their household members. Any entitlement to Housing Benefit will be paid directly to Surrey Heath Borough Council and credited to the rent account.
- 5.5 There is no financial assistance available to help with the weekly ineligible service charge and this will always remain the responsibility of the customer. This will be clearly explained to the customer upon acceptance of the offer of accommodation and signing of the licence agreement.

For placements in SL postcode area, the following charges will apply:

Eligible rental liability:	£150.00 per week
Ineligible service charge:	Varies depending on household size
Total:	£150.00 plus service charge per week



For placements in the GU postcode area the following charges will apply –

Eligible rental liability:	£138.46 per week
Ineligible service charge:	Varies depending on household size

Total: £138.46 plus service charge per week

- 5.6 Regardless of where the accommodation is located, the customer will be required to pay the ineligible service charge per week, regardless of their income status.
- 5.7 The Bed and Breakfast placement is at risk if the customer fails to address the ongoing rental charge and ineligible service charge.

6. Internal Account Management

- 6.1 The Business and Finance Team (B&F Team) will manage the rent accounts for all Bed and Breakfast placements. The B&F Team will be notified of placements detailing the customer name, accommodation address and moving in date. A copy of their B&B calculation will also be included by the Case Officer.
- 6.2 The B&B authorisation will be emailed to the Housing Solutions Team Manager for approval at the same time as the B&F Team are notified of the placement.
- 6.3 Upon confirmation of a placement the B&F Team will set up the rent account. This will be monitored weekly and updated to include the weekly charge, any customer payments and any Housing Benefit entitlement.

7. Arrears

If in the event customers do not engage with the Council and fall onto Bed and Breakfast arrears, the following process will be followed:



- 7.1 The B&F Team will notify the Case Officer if 2 weeks full rental liability or service charge payment if in receipt of Housing Benefit has been missed. This early intervention will allow the Case Officer to make contact with the customer and establish their financial circumstances if not already known. It also ensures that positive engagement with the customer is being attempted before the arrears increase and become unmanageable.
- 7.2 At this early intervention the Case Officer will work with the customer to explore their financial circumstances and include any necessary tasks in their Personal Housing Plan. The Case Officer should also notify any other professionals working with the household of the financial circumstances and keep the B&F Team informed of when a payment can be expected. A warning letter will be considered at this point to let the customer know their accommodation is at risk.
- 7.3 A high number of placements are likely to be in receipt of, or submitting a new claim for Universal Credit when they accept an offer of Bed and Breakfast. Universal Credit is paid monthly and this means that some households have to wait until their first monthly payment to make a payment. If this payment is missed the B&F Team will notify both the Case Officer and Housing Solutions Team Manager immediately.
- 7.4 At this stage the customer is likely to be 4 or 5 weeks in arrears with their service charge and possibly the full rental liability if they have not submitted a claim for, or been awarded Housing Benefit. The Case Officer and Housing Solutions Team Manager will at this point discuss appropriate action. A final 7 day warning letter will be sent to the household reminding them of their financial responsibilities and asking that contact be made with the Case Officer to discuss the arrears.
- 7.5 If no action is taken by the customer to address the arrears within 7 days, and if required, submit a Housing Benefit application form, the decision will be taken to issue notice to leave the Bed and Breakfast. This decision will be considered on the individual circumstances of the customer and based on their engagement and



payment history. The customer will be given 7 days' notice, in writing, to vacate the Bed and Breakfast and this will be issued by the Housing Solutions Team Manager.

- 7.6 When a notice is issued the Case Officer will make contact with the customer to ensure they have received the notice and understand what it means. The Case Officer will also update the Locata Journal and notify the Bed and Breakfast proprietor as well as the Revenues and Benefits Department.
- 7.7 The Case Officer will ensure that other relevant agencies have been advised of the notice being served and that the accommodation is due to end. This will include Children's Services for households with children, CMHRS, I-Access etc.
- 7.8 The customer will be required to vacate their room in the Bed and Breakfast by midday on the eviction date, ensuring they return their keys and remove all possessions from the room. A charge will be incurred if the keys are not returned or possessions are left in the room
- 7.9 The Council will write to the customer notifying them that no further offer of accommodation will be made following the eviction.

8. Non-Occupancy / Breach of Licence

- 8.1 The Bed and Breakfast placement will be ended by the Council if the customer is not occupying the room. The Case Officer will liaise with the Bed and Breakfast proprietor to establish the whereabouts of the customer. Once the Case Officer is satisfied that the room is not being used for its intended purpose the Housing Solutions Team Manager will agree to end the placement with immediate effect. The Case Officer will continue to contact



the customer to ensure they retrieve their possessions to prevent incurring any further charge. The customer will remain liable for the full cost of the Bed and Breakfast until they have removed all possessions and returned the room keys.

- 8.2 The proprietor of the Bed and Breakfast reserves the right to end a placement at any time. This will happen if the customer commits anti-social behaviour or breaches the house rules. Examples of when the proprietor may end a placement themselves could be if the customer allows other people to the Bed and Breakfast, is found to be using illegal substances on site, threatens staff or other residents, damages the property etc.
- 8.3 The Council will not make a further offer of Bed and Breakfast accommodation if the placement is ended due to the unacceptable behaviour of the customer and a letter will be sent by the Case Officer formally advising the customer of this.

9. Length of Stay

- 9.1 Wherever possible the Council will work to move people from Bed and Breakfast as soon as possible. Options will be explored within the private rented sector, social housing, supported housing and reconnecting people to return to where they have become homeless from. Customers will be expected to explore resolving their own homelessness as well and tasks detailing how to do this will be included in their Personal Housing Plan.
- 9.2 Government guidance advises that households with children should only be resident in Bed and Breakfast accommodation for a maximum of 6 weeks if they are sharing kitchen and bathroom facilities. The Council will work to move households with children into a more suitable placement as soon as possible.
- 9.3 When no further duty is owed to a customer the Council will provide the customer with 7 days' written notice to vacate the Bed and Breakfast. There is discretion to extend this placement on a day by day basis if the customer



has identified a form of accommodation that they are waiting to move to. The customer will remain liable for their rental charge for the duration of their notice period and any extended days. An extension to a Bed and Breakfast placement will also be dependent upon the customer maintaining their rent account well.

10. Housing Support

- 10.1 Additional support from the Council's in-house Housing Support Team will be available for all customers moving into interim accommodation. This support may take place in person or by telephone / email. The Housing Support Team will work with the customer to ensure they submit a Housing Benefit form if necessary, address their weekly service charge, start budgeting for the next form of accommodation they may move to, engage with other services etc.
- 10.2 The officer from the Housing Support Team will update the Case Officer of their involvement with the customer and regularly update the Locata Journal.

11. Reviewing the Policy

- 11.1 This policy will be reviewed in line with any changes to legislation, government guidance or significant case law.

