

2024

Housing Solutions Temporary Accommodation Storage Policy

Communities and Place –
Housing Services
Nuneaton and Bedworth
Borough Council
18/03/2024

Housing Solutions Storage Policy Quality Record

Revision	Date	Description	Stage	Agreed
Draft	February 2024	First revision	Draft	
Final	March 2024		Final	18/03/2024 ICMD

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1.0 Objectives

- 1.1 This policy outlines Nuneaton and Bedworth Borough Council's Housing Solutions Teams approach to storing client's property whilst they reside in temporary accommodation. The Council recognises its duty to protect client's property in some circumstances if they have reason to believe that a client's property is at risk of damage or loss and no other suitable arrangements are being made.

Section 211 and 212 of the Housing Act 1996 states:

Section 211 - Protection of property of homeless persons and persons threatened with homelessness.

(1) *This section applies where a local housing authority have reason to believe that:*

- (a) *There is a danger of loss, or damage, to any personal property of an applicant by reason of his inability to protect it or deal with it, and*
- (b) *No other suitable arrangements have been or are being made.*

(2) *If the authority has become subject to any duty towards the applicant under:*

- (a) *Section 188 (interim duty to accommodation)*
- (b) *Section 189B (initial duty owed to all eligible persons who are homeless)*
- (c) *Section 190, 193 or 195 (duties to persons found to be homeless or threatened with homelessness)*
- (d) *Section 200 (duties to applicant whose case is considered for referral or referred)*

Then, whether they are still subject to such duty, they shall take reasonable steps to prevent the loss of the property or prevent or mitigate damage to it.

(3) *If they have not become subject to such duty, they may take any steps they consider reasonable for that purpose.*

(4) *The authority may decline to take action under this section except upon such conditions as they consider appropriate in the particular case, which may include conditions as to:*

- (a) *The making and recovery by the authority of reasonable charges for the action taken, or*
- (b) *The disposal by the authority, in such circumstances as may be specific, of property in relation to which they have taken action.*

(5) *References in this section to personal property of the applicant include personal property of any person who might reasonably be expected to reside with him.*

(6) *Section 212 contains provisions supplementing this section.*

Section 212 – Protection of property: Supplementary provisions.

(1) *The authority may have may for the purposes of section 211 (protection of property of homeless persons or persons threatened with homelessness):*

(a) *Enter, at all reasonable times, any premises which are the usual place of residence of the applicant or which were his last usual place of residence, and*

(b) *Deal with any personal property of his in any way which is reasonably necessary, in particular by storing it or arranging for its storage.*

(2) *Where the applicant asks the authority to move his property to a particular location nominated by him, the authority:*

(a) *May, if it appears to them that his request is reasonable, discharge their responsibilities under section 211 by doing as he asks, and*

(b) *Having done so, have no further duty or power to take action under that section in relation to that property.*

If such a request is made, the authority shall before complying with it inform the applicant of the consequence of their doing so.

(3) *If no such request is made (or, if made, is not acted upon) the authority cease to have any duty or power to take action under section 211 when, in their opinion, there is no longer any reason to believe that there is a danger of loss of or damage to a person's personal property by reason of his inability to protect it or deal with it.*

But property stored by virtue of their having taken such action may be kept in store and any conditions upon which it was taken into store continue to have effect, with any necessary modifications.

(4) *Where the authority:*

(a) *Cease to be subject to a duty to take action under section 211 in respect of an applicant's property, or*

(b) *Cease to have power to take such action, having previously taken such action, they shall notify the applicant of that fact and of the reason for it.*

(5) *The notification shall be given to the applicant:*

(a) *By delivering it to him, or*

(b) *By leaving it, or sending it to him, and his last known address.*

(6) *References in this section to personal property of the applicant include personal property of any person who might reasonably be expected to reside with him.*

1.2 This policy aims to ensure that client's property is stored in-line with terms of this policy; complaints about storage are dealt with efficiently and effectively; advise and support is offered to clients about storing their property.

2.0 Purpose

- 2.1 The purpose of the policy is to ensure that Nuneaton and Bedworth Borough Council's Housing Solutions Team have a consistent; fair; and transparent approach in the way it deals with storing client's property when assisting them with housing and housing options.

3.0 Responsibility

- 3.1 The Housing Solutions Manager retains the overall responsibility for the implementation of this policy.
- 3.2 The Housing Solutions Team Leader and Landlord Solutions Team Leader are responsible for operational delivery of this policy and the associated procedures. This includes responsibility for monitoring and reviewing; staff awareness and training; policy development; and communication to client.
- 3.3 Clients that are unable to find storage for their belongings and require support from Nuneaton and Bedworth Borough Council will have a responsibility to approach a storage company; obtain quotes for keeping their items in storage; make arrangements with the storage company for their items going into storage; complete their own inventory of items going into storage; the invoices will be sent to the client and the council will assist with the costs for the time in which the client is in temporary accommodation; and the client has overall responsibility for making arrangements to clear the storage unit when they leave temporary accommodation or sign for a new tenancy agreement.
- 3.4 The client will also be required to sign a Storage Agreement between them (the client) and Nuneaton and Bedworth Borough Council to confirm the following:
 - Ensure the client understands that Nuneaton and Bedworth Borough Council have not entered a contract or agreement with any storage company.
 - Ensure the client understands that it is their responsibility and is recommended for them to complete an inventory of their items that are taken into storage.
 - Ensure the client understands that Nuneaton and Bedworth Borough Council will not be named on invoices – all invoices will be in the client's name and forwarded to the council for assistance to cover the costs.
 - Ensure the client understands it is their responsibility to arrange collection/removal of their items in storage once they vacate temporary accommodation or sign for a new tenancy agreement.
 - Ensure the client understands the Storage Agreement will cancel when they vacate temporary accommodation or sign for a new tenancy agreement; and
 - Ensure the client understands that Nuneaton and Bedworth Borough Council will have no further responsibility for the clients' belongings.

3.5 Clients keeping items in storage whilst they are in temporary accommodation will be required to pay the following fees:

- £50.00 daily rent per day – this charge may be subject to variation by the Council. This may be covered by Housing Benefit, subject to the client's entitlement. If there is a shortfall, it is the client's responsibility to pay.
- £2.46 service charge per day to cover the cost of gas/electric/water/council tax. This will not be covered by Housing Benefit. It is the client's responsibility to pay. This charge may be subject to variation by the Council.
- £2.46 per day to cover the cost of keeping their items being stored in storage whilst the clients are in temporary accommodation. This will not be covered by Housing Benefit. It is the client's responsibility to pay. This charge may be subject to variation by the Council.

4.0 Policy Statement

4.1 If clients require assistance with storing their property, they must liaise with their Housing Solutions Officer as soon as possible. The Housing Solutions Officer will make enquiries with clients and liaise with storage companies regarding any storage required.

To perform the duty owed to client's property, the Council can:

- Move client's property to a particular location requested by the client; or
- Deal with personal property, in any way which is reasonably necessary, by storing it or arranging for its storage.

4.2 The definition of 'Property':

- The legislation concerns 'personal property' but there is no definition. Case law suggests that any property a client uses to carry out commercial business may not come under the definite, otherwise, the Council should interpret the term widely.

4.3 Nuneaton and Bedworth Borough Council must be sensitive to the importance of clients keeping pets. The Council may be able to assist clients who keep pets if there is suitable accommodation available. Please refer to the Housing Solutions Pet Policy for additional information & guidance.

4.4 Enquiries regarding pets should be referred to the Housing Solutions Team to review the Housing Solutions Team Temporary Accommodation Pet Policy.

5.0 Abandoned Property

- 5.1 If the client vacates temporary accommodation (no matter the circumstances) and has property in storage, the client has a responsibility to ensure they liaise with the storage company to collect and remove their property from the storage as soon as possible. The council will no longer have a duty to cover the cost of a client's items in storage if they have vacated temporary accommodation. This is also included in the Storage Agreement.
- 5.2 It is the client's responsibility to ensure that they engage with their Housing Solutions Officer and storage company regarding the collection/removal of their goods, specifically if they secure alternative accommodation. The Council do not have any jurisdiction and are not able to override procedures storage companies have in place with regards to abandoned goods/property.

6.0 Related Documents

- 6.1 This policy relates to the following documents:
- Storage Agreement
 - Licence Agreement
 - Temporary Accommodation Rechargeable Repairs Policy

7.0 References

- 7.1 This policy makes references to:
- Storage Agreement
 - Temporary Accommodation Rechargeable Repairs Policy
 - Housing Solutions Team Temporary Accommodation Pet Policy
 - Housing Act 1996 (Section 211 & 212)
 - Homelessness Code of Guidance introduced 3 April 2018
 - Shelter Legal England

8.0 Complaints Procedure

8.1 If there is dissatisfaction with any part of the process or the Council's actions, a formal complaint may be raised in any of the following ways.

- Via the Council's website www.nuneatonandbedworth.gov.uk
- By emailing Customer Services at customer.services@nuneatonandbedworth.gov.uk
- By letter to:
Customer Services
Nuneaton and Bedworth Borough Council
Town Hall
Coton Road
Nuneaton
CV11 5AA
- In person at the Town Hall.

Complaints should be resolved as soon as possible and within 10 days of the acknowledgement; for complex cases this may be extended for a further 10 working days.

If matters cannot be resolved within the maximum timescale of 20 working days, we will contact the complainant to let them know of the delay and advise when we will be able to respond by.

The Housing Ombudsman can also be contacted any at point to offer free, impartial advice to tenants and leaseholders. Their contact details are as follows:

www.housing-ombudsman.org.uk
Telephone: 0300 111 3000
The Housing Ombudsman Service
PO Box 1484
Unit D
Preston
PR2 0ET

9.0 Equality and Diversity

- 9.1 The Council is committed to promoting equality of opportunity and to eliminating unlawful discrimination on the grounds of any of the Protected Characteristics listed within the Equality Act 2010 and any other difference that can lead to discrimination or unfair treatment fully considering the principles of legislation.

The Council will also be fully compliant with the Public Sector Equality Duty and take this into consideration within any decision-making process.

10.0 Review Date

- 10.1 This policy will be reviewed every three years or on the introduction to new legislation; regulation; or good practice guidance. Delegated authority to change; amend; and update this policy will be given to the Assistant Director for Housing Services in consultation with the Portfolio Holder.