

Subject:	Evictions from Temporary Accommodation		
Date of Meeting:	14th June 2017		
Report of:	Executive Director, Neighbourhood, Communities & Housing		
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Ward(s) affected:	All		

FOR GENERAL RELEASE.

1. PURPOSE OF REPORT AND POLICY CONTEXT

- 1.1 Housing & New Homes Committee in March requested a report looking into evictions from Temporary Accommodation and whether there is evidence to support the assertion that residents in temporary accommodation that lodge complaints about disrepair or staff conduct at their temporary accommodation are vulnerable to evictions.
- 1.2 The outcome of these is set out in the report below.
- 1.3 The recently established Temporary Accommodation Action Group will also work with all parties to agree an understanding of acceptable behaviours by all parties and establish a protocol for evictions.

2. RECOMMENDATIONS:

- 2.1 That Housing and New Homes Committee note the findings of the report.

3. CONTEXT/ BACKGROUND INFORMATION

- 3.1 Housing & New Homes Committee have raised concerns that in recent months homeless households accommodated in temporary accommodation are at risk of being evicted if they raise complaints about disrepair or staff conduct at their temporary accommodation.
- 3.2 These concerns have been raised with the committee by residents, council members, support providers and the MP Caroline Lucas.
- 3.3 The council has carried out investigations into all evictions over a period of 12 months to determine whether there is any evidence to demonstrate this concern.
 - For the purpose of this report the term ‘temporary accommodation’ is used only to describe emergency accommodation which is used to meet the council’s statutory duties under Part v11 Housing Act 1996 (the homelessness legislation).

The report does not include evictions from long-term leased temporary accommodation and does not include placements made on behalf of Social Services.

Current Procedures

- 3.4 When the council places a household into temporary accommodation, a licence agreement is given to the household. The household/occupier of the property (licensee) is not a tenant, but someone who has permission to occupy accommodation. A licensee, unlike a tenant, does not enjoy “exclusive possession “of their accommodation and so does not have the legal right to exclude others from the premises.
- 3.5 This means that the providers can enter freely to carry out necessary maintenance work and inspections and households (licensees) may be moved between rooms, if necessary to make best use of the Temporary Accommodation by the council.
- 3.6 The licence also sets out the responsibilities of the household (licensee) with regard to behaviour. See Appendix 1.
- 3.7 Households are provided with details of their accommodation including facilities, rules about the property and how they can report repair issues. See Appendix 2
- 3.8 The accommodation providers have a responsibility to manage the building to ensure the safety of all occupants and staff.
- 3.9 Households are asked to raise repairs or issues in respect of their accommodation with the provider to allow the provider to remedy the problem. If the matter is not resolved, the household can escalate the issue to the Emergency Accommodation Team who will take the matter up with the provider.
- 3.10 Disrepair response times are set out in the terms of the contract the council holds with the provider. See Appendix 3
- 3.11 When required the emergency accommodation team will work pro-actively to resolve any disputes and disrepair as quickly as possible to try and avoid problems escalating and the need for further action.
- 3.12 The council’s priority is to protect households to remain in temporary accommodation as per the licence agreement.
- 3.13 Every effort is made to avoid evictions happening in the first place through negotiation and mediation between the household (licensee) and the accommodation provider. At the time that the placement is made if there are concerns that a household will find it difficult to cope, a referral is made to the relevant support provider. See Appendix 4 for summary of support services.
- 3.14 For those considered to be particularly vulnerable a referral is made to Adult Social Care to assess whether assistance can be provided under the terms of the Care Act.

- 3.15 Where a household behaves in such a way that the provider considers that the household is in breach of the licence agreement they will consider terminating the accommodation. If the breach is considered to be serious enough that it presents a risk to other occupants or staff the provider can issue a notice for the household (licensee) to leave. If there has been a particularly serious incident, such as an assault, then the eviction can be immediate.
- 3.16 The housing duty will not be discharged on eviction (despite a serious breach of the licence to warrant eviction) if the household (licensee) could not reasonably be considered to have met the threshold set out in the Housing Act 1996, Part 7 relating to “Intentional homelessness”.
- 3.17 In the event of disputed evidence which cannot be reconciled, in accordance with the homelessness Code of Guidance the council will: ‘*err on the side of the applicant*’ and would not discharge the housing duty.
- 3.18 The council records all evictions as part of the contract management and will proactively engage with both parties (the household and the provider) to try and prevent an eviction. Housing Officers will contact any known support workers to advise them of any problems raised in order that support workers are able to review the support to try and help prevent an eviction.
- 3.19 The provider is required to provide evidence to support their decision to evict. This may be photos of damage, written reports from staff, crime reference numbers, cctv footage, or copies of any warning letters given. An example of photos provided as supporting information following a recent eviction is at Appendix 5
- 3.20 The household (and support worker or advocate) is given the opportunity to put their case and provide any supporting evidence. The council then will make a decision based on the information provided by both parties with reference to the Housing Act as to whether the housing duty has been discharged. (Housing Act 1996 (Part 7) S193). See Appendix 6
- 3.21 The council is working with the accommodation providers to ensure that they are fully complying with the terms of the contract regarding handling complaints and how breaches of the licence agreement are dealt with.
- 3.22 Subject to the household’s (licensee’s) agreement the council can provide the contact details of social workers or other support workers to providers so that in the event that problems arise the provider can contact the support worker direct to support the householder through any dispute process.
- 3.23 The establishment of a Temporary Accommodation Action group has been progressed and is the subject of the previous report. The group will work with the council to agree guidance for residents and providers on how to manage and maintain licences including access to support in the local area.

Analysis of evictions

Period	Total number of placements	Number of evictions	Number evicted due to breach of licence	Number of discharge of housing duty	Number re-accommodated	Didn't re-present
01/04/16-30/06/16	245	9	9	2	6	1
01/07/16-30/09/16	262	8	8	2	5	1
01/10/16-31/12/16	215	12	12	3	7	2
01/01/17-31/03/17	217	21	21	7	12	2
Total	939	50	50	14	30	6

- 3.24 The council placed 939 households in emergency accommodation in the 12 month period 01/04/16-31/03/17.
- 3.25 Of those 939 households, 5.32% (50) were evicted and 94.68% (889) remained in their accommodation. Of the 5.32% evictions; 50 (100%) had breached their license conditions, with 30 households re-accommodated; 14 had discharged housing duty and 6 did not represent. 5 households had reported repairs.
- 3.26 Evidence (as per 3.12 to 3.18) and other relevant factors, such as accommodation history were taken into account to determine if an eviction should have taken place and if the housing duty should have been discharged.
- 3.27 We found that all evictions were as a result of breaches of the licence agreement e.g. the eviction was due to persistent unacceptable behaviour.
- 3.28 No evictions were carried out where there was only evidence of a reported disrepair.
- 3.29 No evictions were carried out where there was only evidence of a complaint about staff conduct.
- 3.30 We have also considered those cases where residents have approached the media directly or indirectly (i.e. via a third party) or raised issues direct to Housing in regard of staff conduct or repairs. In all instances there is no evidence that there was an eviction in revenge but rather there was evidence that the eviction was due to breach of licence conditions.

3.31 It is noted that the Local Government Ombudsman has recently independently investigated an allegation of a 'revenge eviction' and no part of the complaint was upheld.

3.32 Appendix 7 contains some examples of the reasons why households are evicted.

4. ANALYSIS & CONSIDERATION OF ANY ALTERNATIVE OPTIONS

4.1 None

5. COMMUNITY ENGAGEMENT & CONSULTATION

5.1 Not applicable

6. CONCLUSION

6.1 It is noted only 5.32% of placement result in eviction and whilst one eviction is too many, all evictions were as a result of a breach of the licence conditions. There were only 5 evictions where repairs had been reported. Whilst there is no clear correlation between reporting repairs and evictions, we will continue to monitor this performance to identify further actions and training recommendations for households, providers and support workers to reduce disputes escalating into evictions where possible. In addition, through the Trailblazer work we hope to intervene at an early stage to prevent homelessness before it happens and thereafter reduce the need to place households in temporary accommodation under licence.

7. FINANCIAL & OTHER IMPLICATIONS:

Financial Implications:

7.1 The cost of this review into temporary accommodation evictions has been met from current budget resources within the Housing Options service.

Finance Officer Consulted: Monica Brooks Date: 19/05/17

Legal Implications:

7.2 There are no legal implications on what is a factual report. The law is set out in the report and the appendices. Note should always be taken of duties under the Care Act and the Equalities Act. Any such duties should be balanced against the competing duties to other residents and staff of the temporary accommodation units.

Lawyer Consulted:

Name Simon Court

Date: 30/05/17

Equalities Implications:

7.3 Not applicable

Sustainability Implications:

7.4 Not applicable

Any Other Significant Implications:

7.5 None

SUPPORTING DOCUMENTATION

Appendices:

1. Copy of temporary accommodation licence agreement.
2. Copy of 'what you can expect in your temporary accommodation' information sheet.
3. Repair response times.
4. Summary of main support providers for those in temporary accommodation.
5. Two photos of examples of damage caused in temporary accommodation rooms.
6. Extracts from relevant homelessness legislation.
7. Some examples of the causes given for evictions from temporary accommodation.

Crime & Disorder Implications:

1.1 None

Risk and Opportunity Management Implications:

1.2 None

Public Health Implications:

1.3 None

Corporate / Citywide Implications:

1.4 None

