



CHC's Response

Renting Homes (Wales) Act 2016 - Guidance relating to supported accommodation

About Us

Community Housing Cymru (CHC) is the representative body for housing associations and community mutuals in Wales, which are all not-for profit organisations. Our members provide over 158,000 homes and related housing services across Wales. In 2015/16, our members directly employed 9,109 people and spent nearly £2bn (directly and indirectly) in the economy, with 89% of this spend retained in Wales. Our members work closely with local government, third sector organisations and the Welsh Government to provide a range of services in communities across Wales.

Our objectives are to:

- Be the leading voice of the social housing sector.
- Promote the social housing sector in Wales.
- Promote the relief of financial hardship through the sector's provision of low cost social housing.
- Provide services, education, training, information, advice and support to members.
- Encourage and facilitate the provision, construction, improvement and management of low cost social housing by housing associations in Wales.

Introduction:

The Supported Accommodation Review found that housing associations make up over 55% of supported accommodation landlords in Wales. CHC members play a vital role in accommodating the most vulnerable people in Wales and have vast experience in the provision of supported accommodation.

We support the provisions and ability to extend the period before a tenancy or licence agreement becomes an occupation contract. Allowing these provisions is vital to encouraging the use of occupation contracts rather than long term licences and to protect residents from the negative impacts that being on an inappropriately long licence can have.



Temporary exclusions should be a last resort and only used in situations where the resident may be at risk of eviction or negative contact with the criminal justice system if the immediate situation is not resolved. They are an important tool to protect other tenants of a supported accommodation project, who have the right to a safe place to live. Temporary exclusions should be for less than 48 hours wherever possible and it is envisaged that the full 48-hour period will be rarely used.

Where appropriate, Standard Contracts could be used by supported accommodation landlords and providers in place of Standard Supported Contracts. This would continue to afford tenants in supported accommodation a similar level of security as is currently offered by the Assured Shorthold Tenancies. This choice should be up to the individual landlords or providers, as they are best placed to understand the needs of their residents.

See our response below to specific questions within the consultation:

Question 1: The Decision Maker Please tick

Do you agree with the suggested level of seniority for the person making an exclusion decision?

We welcome that the decision to use exclusion clauses is at the discretion of the landlord as some landlords may not want to use the clauses. We would not want this guidance to be made mandatory for landlords and believe that there should be flexibility for landlords in adopting the exclusion policies if they thought they were helpful to running their business. We know that Housing Associations will resort to using exclusion clauses and excluding tenants as a last resort and to protect other tenants or their staff from serious harm.

We welcome that the guidance outlines that landlords will only be able to apply the temporary exclusions in line with their own exclusion policies and that these policies should identify the seniority of the person who can sign off the exclusion.

We believe that the majority of landlords will build in safeguards to ensure that a senior person as designated by the organisation is able to sign off any incidents including exclusions to ensure that they are protected as an organisation in terms of their reputation and negligence to their tenants.

We believe that any procedures that are put in place should not overburden the landlord and still allow landlords to use their discretion.



*'The decision maker should record the exclusion, and the reason for it, in the contractholder's Support Plan and file an Incident Log **at the time** of the exclusion as this will be required to inform the 'lessons learned' review'.*

We think some clarity is required whether the person who signs off can do this by confirmation over the phone or has to be physically available to produce a signature. Could this also be an electronic signature? Requiring a Manager to be physically present to provide a signature may present problems that are likely to be picked upon in the review meeting.

Does at the time in this instance mean the paper work is to be filled out at the time the incident takes place or can the Manager sign this off as a correct record as they were informed of the incident and signed off the exclusion verbally?

This could be open to interpretation and looked at as no paper work signed in time at the review meeting.

Question 2: Preventing Homelessness Please tick

Do you agree with the proposed actions a landlord could take to avoid homelessness?

We welcome the proposal for landlords to have reciprocal arrangements in place to enable them to work with partners in transferring licensees or tenants so that they are not left homeless at the time of exclusion. We however struggle to see how this might work in practice as this assumes that there are voids to be filled which can be used to execute the reciprocal arrangements.

Some logistical challenges have also been sighted with reciprocal arrangements in terms of landlords that accept excluded tenants being wary of how tenants would be supported financially during the exclusion period.

We think that the guidance should provide or identify what would amount to sufficient details within the support plan and incident log that would show that the landlord had made efforts to ensure that the licensee or tenant does not become street homeless. We would not like this to be left to interpretation as to what 'sufficient details' mean as again this could be picked upon in the review meeting. We believe this should involve some kind of risk assessment of the tenant/licensee



so the landlord can safeguard that they have assessed any risks associated with temporarily excluding the tenant which will also safeguard them against negligence.

Where local authorities operate a 'Gateway' system for allocating homelessness supported accommodation, these systems should contain provision to prevent street homelessness in temporarily excluded tenants without them having to access Housing options.

Our members currently work with a number of support organisations to ensure that tenants receive appropriate support and we believe that, that same support should be built into supporting tenants who may face temporary exclusions. Housing Associations would also welcome more support and help put in by health (mental health) and Social Services in a timely manner to reduce problems with homelessness and probably support where street homelessness may be an issue.

Question 3: Lessons Learned Review Please tick Do you agree with the procedure for carrying out the 'lessons learned' review?

We believe that 14 days provides the landlord and the licensee /tenant with adequate time and opportunity to put into place arrangements that will result in a better review to benefit all. This we also believe provides adequate time for licensee to seek support should they want to bring anyone to the review meeting. We support the idea that an outcome is established from the review meeting and we can establish whether any changes have been made to the landlords' policies on exclusion.

We also welcome that the review process calls on other parties to be involved including those who did not make the decision as well as a representative of the Local Authority. Outcomes from the review could also include looking at what measures are in place or have been put in place for other organisations such as Local Authorities in terms of limiting homelessness, if it was an issue.

Question 4: Lessons Learned Review Form Please tick

Do you agree the review form is easy to understand and fit for purpose? Yes No

We believe that the Review Form covers a wide range of areas and that used effectively will assist supporting agencies, contract holders and landlords to come up with on-going measures that can help with communication, improving



procedures across the whole process. We also believe that this form should be used as a starting point and not be too prescriptive as other organisations may currently be operating more effective reviews that should be incorporated into this basic review. This we believe should provide an opportunity to use best practice and learn from more innovative ways of operation that a number of landlords may already be using.

The Equality Monitoring Form does not contain marital or civil partnership status, pregnancy or maternity and sexual orientation which are all protected characteristics under the Equality Act 2010.

Experiences from landlords and studies indicate that LGBT people and youths are more susceptible to homelessness e.g. <http://youth.gov/youth-topics/runaway-and-homeless-youth/lgbt>

We believe therefore that this could be an important area to monitor and should be included in the review form.

Questions on Part 3

Guidance on obtaining local authority consent to extend the relevant period

Question 5: Role of the landlord Please tick

Do you agree the procedure the landlord should follow in order to extend the relevant period is clearly described?

'.....If a notice of extension is not given to "the tenant/licensee at least four weeks before the date on which the relevant period is due to end, the contract automatically converts to a supported standard contract at the end of the relevant period (even if local housing authority approval for the extension has been received)."

We believe that this procedure should not overburden the landlord and should instead allow all partners an opportunity to develop better practices that benefit the landlord and tenant.

As we have already pointed out landlords who resort to temporary exclusion practices or who are forced to exclude vulnerable tenants/licensees do so because they are left with no other options. In line with the considerations that landlords take to make these decisions, it would probably be appropriate if the times in which



to submit an extension to the Local authority were less stringent to allow landlords to be able to exercise this right to use an extension right up to the time that the relevant period ends.

The argument is that if someone's behaviour warrants extension at any time during the relevant period, the option of extension should be there, including the last four weeks before the relevant period ends. It should be an option up to and including the day the relevant period ends. Perhaps such situations could be viewed as exceptional, requiring a quicker decision from the local authority.

Question 6: Role of the local housing authority Please tick

Do you agree the role of the local housing authority in considering an extension request is clearly described?

Yes

The box below is provided for any additional comments you may have on either of the proposed guidance documents.

We believe that any guidance under this clause should not be a burden to the landlord and the tenants that they support. We would not want exclusion policies to be made mandatory but to be used at the discretion of the landlord as we know that a number of Housing Associations already use other innovative methods to support tenants. However we believe that those landlords who choose to operate exclusion policies should also be able to do this in a supportive environment where proper procedures are in place.

April 2017

Selina Moyo selina-moyo@chcymru.org.uk