



Dover District Council

Removals & Storage Policy

CONTENTS:

- 1. Background**
- 2. Key Objectives**
- 3. Procedure**
 - 3.1 Removals**
 - 3.2 Storage**
 - 3.3 Charging Policy**
 - 3.4 Recovery of Charges**
 - 3.5 Ending of Duty to Protect Property**

Appendix 1 Removal and/or storage of property – Terms and Conditions

Appendix 2 Letter to applicant advising duty has ended

Appendix 3 Letter to storage company ending the contractual arrangement

Appendix 4 Letter to confirm final action to be taken

1. Background

1.1 Where a housing authority has become subject to a duty to a homeless applicant (Part 7 of the Housing Act 1996) and it has reason to believe:

- i) There is a danger of loss of, or damage to, the applicant's personal property because the applicant is unable to protect it or deal with it, and
- ii) no other suitable arrangements have been made,

then it must take reasonable steps to prevent the loss of, or damage to, any personal property of the applicant.

The specified provisions are:

- s.188 (interim duty to accommodate);
- s.190, s.193 or s.195 (duties to persons found to be homeless or threatened with homelessness); or
- s.200 (duties to applicant whose case is considered for referral or referred).

1.2 In all other circumstances, housing authorities do not have a duty but do have a power to take any steps they consider reasonable to protect in the same ways an applicant's personal property (s.211(3)).

1.3 In practice reasonable steps to prevent loss or damage means storing the personal property or moving it to a safe location of the applicant's choice.

1.4 The intention of this policy is to set down clearly the circumstances in which Dover District Council will protect the personal property of homeless applicants, and how they will be recharged for this service.

2. Key Objectives

2.1 To set out how the Council will discharge its duties under the legislation.

2.2 To ensure all homeless applicants are treated fairly and consistently.

2.3 To protect personal property in the most economic way, having regard to the requirement for the Council to exercise reasonable care to keep it safe.

3. Procedure

3.1 Removals

3.1 Where the Council has a duty it will normally allow removals as follows:-

3.1.1 Hire of a van - the hiring of a van will be considered in the first instance. Applicants will be expected to move their own personal property themselves or with the help of family/friends. An amount of between £50 and £75 will be paid.

3.1.2 Hire of a "man and van" - this option will only be considered where the applicant is unable to move their own personal property and they have no family/friends to assist. An amount of between £75 and £110 will be paid.

3.1.3 Removal firm - this will only be considered in exceptional circumstances and only when use of a 'man and a van' is totally inappropriate.

3.2 Storage

- 3.2.1 Where the Council has a duty it will normally allow storage as follows:-
- 3.2.2 Secure storage – the use of secure, containerised and traditional depository storage units will be used.
- 3.2.3 Self storage – the Council will consider other storage options if the applicant so wishes (i.e. garage rental) provided that it is satisfied that the storage is secure and fully protects the property.

3.3 Charging Policy

- 3.3.1 Where the Council has a duty as set out in 1.1 above and the Council agrees to store the applicant's possessions it will enter into appropriate contractual arrangements with reputable storage facilities to store the applicants possessions.
- 3.3.2 In all circumstances where the Council is arranging storage of an applicant's possessions an applicant will be required to fully reimburse any costs incurred by the Council for arranging such storage. This includes but is not limited to storage fees, removal fees (if undertaken at the request of the applicant) any access fees to that storage by the applicant and disposing of any items not collected by the applicant after the Council has notified the applicant that it has discharged its duty to them.
- 3.3.3 The amount that the applicant will be required to repay per week/month will be determined following completion of a detailed Income and Expenditure form to establish the applicant's financial circumstances. National guidance is that an applicant can spend 20% of their income towards their housing costs.
- 3.3.4 If an applicant arranges their own storage without the Council's prior consent, the Council will not pay the costs incurred. In these circumstances the applicant will have to make arrangements to pay the full cost themselves.

3.4 Recovery of Charges

- 3.4.1 Applicants will be informed of the charges at the outset and will be required to sign an agreement accepting responsibility to pay the same.
- 3.4.2 Payment of storage charges will be invoiced once this agreement has been terminated.
- 3.4.3 Payments will be closely monitored and debt recovery procedures followed for any unpaid amounts.

3.5 Ending of Duty to Protect Property

- 3.5.1 The Council's duty to protect the personal property ends when the Council believes that there is no longer any serious risk of loss or damage to the property, i.e. when the applicant has accommodation where the property can be kept.
- 3.5.2 Accordingly the Council will write to the client requesting that the property be moved to their new accommodation as soon as it becomes available.
- 3.5.3 Should an applicant refuse to arrange for their personal property to be removed from storage the Council will give one calendar month's written

notice to the storage company confirming that they will no longer pay for this storage.

- 3.5.4 The applicant will be advised that if the property is not removed from the store within one calendar month, the Council will discontinue paying all further payments and arrangements will be made with the storage company to dispose of the applicant's property .
- 3.5.5 If on completion of enquiries into a homeless application it is found that no duty is owed or that the applicant is intentionally homeless a written notice will be sent to the applicant giving them 14 calendar days to contact the storage company and arrange for the removal of items from storage. If the property is not removed, at the end of this period a second notice will be sent advising the applicant that if the property is not removed within a further 14 calendar days the Council will discontinue any further payments to the storage company and arrangements will be made to dispose of the applicant's property.
- 3.5.6 It will be made clear to the applicant at the outset that if they do not keep in touch with the Council or fail to notify the Council of a change to their contact details the Council reserves the right to discontinue any further payments to the storage company and arrange for the disposal of their property.
- 3.5.7 In those cases where an applicant subsequently loses contact or changes their contact details without informing the Council, attempts will be made to trace the applicant (e.g. by contacting partner agencies if appropriate).
- 3.5.8 Where this proves unsuccessful the Council will write to the last known address to advise that unless they make contact within one calendar month, the Council will discontinue payments to the removal and storage company and arrangements will be made to dispose of the applicant's property.

Appendix 1: Removal and/or Storage of Property – Terms and Conditions

Housing
White Cliffs Business Park
Dover
Kent CT16 3PJ

Telephone: (01304) 821199
Fax: (01304) 872316
DX: 6312
Minicom: (01304) 820115
Website: www.doveruk.com

Contact: Housing Options
Direct line: (01304) 8722
e-mail: @dover.gov.uk
Our ref: /
Your ref
Date:

Dear

Part VII Housing Act 1996 – Homelessness (as amended by the Homelessness Act 2002) Removal and/or Storage of Property – Terms and Conditions

I am writing with reference to your request that this Authority arrange for the storage of your property, and to confirm the conditions upon which this will be done.

Under the terms of Part VII Housing Act 1996 (as amended by the Homelessness Act 2002), Section 211, if there is a danger of loss, or of damage to your personal property because you are unable to protect or deal with it yourself, and no other suitable arrangements can be made, the Council can arrange for its storage.

Local Authorities have the power to impose, as a condition for agreeing to protect property, a reasonable charge for storing protected property, and can dispose of the property in circumstances which the local Authority specifies in advance.

Section 211 of the Homelessness Act 2002 gives the Local Authority the right to make 'reasonable' charges for the storage and transportation of property.

Dover District Council will pay the removal company/storage company's charges for the cost of removal and/or storage but will, once your possessions have been returned to you, send you an invoice for the full cost. In setting charges for the removal and storage of property the Local Authority will take account of what you can reasonably be expected to pay by completing a detailed assessment of your financial circumstances. The agreed repayment amount is confirmed below.

The duty or power to protect an applicant's property ceases when the Local Authority no longer has reason to believe there is any likelihood of loss or damage to it. This will normally be the case where you are allocated settled accommodation or self-contained temporary accommodation where you can look after your possessions.

However, it should be noted that the duty to protect/store property ceases when there is no longer any reason to believe that there is a danger of loss or damage to it. This would apply if the Local Authority were satisfied that you were able to make arrangements to protect your property yourself.

If a decision is made to withdraw this service, you will be notified in writing.

If you move without informing the Local Authority of your new address and do not make arrangements for the return of your property, we will attempt to contact relatives, friends or other agencies who might have contact with you for example Social Services; other relatives listed on your housing or homelessness application. Where, through this process, contact can be established, arrangements will be made for you to take possession of your property.

Where no contact can be established we will check if your property can be delivered to a relatives address. Where this is unsuccessful, and we are unable to establish contact with you, the Local Authority reserves the right to dispose of, or sell your property and use any money to off-set some of its costs in this matter.

Please note, as one of the conditions that the Local Authority has set for agreeing to accept the storage duty, the Local Authority reserves the right to dispose of any goods within one calendar month following loss of contact by you with the Local Authority and following reasonable attempts to contact you within this period.

Please sign below to confirm you understand these Terms and Conditions and accept responsibility to pay the agreed charges.

Full Name

Signature

Date

Yours sincerely

Housing Options Officer

Appendix 2: Letter to applicant advising duty has ended

Housing
White Cliffs Business Park
Dover
Kent CT16 3PJ

Telephone: (01304) 821199
Fax: (01304) 872316
DX: 6312
Minicom: (01304) 820115
Website: www.doveruk.com

Contact: Housing Options
Direct line: (01304) 8722
e-mail: @dover.gov.uk
Our ref: /
Your ref
Date:

Dear

Part VII Housing Act 1996 – Homelessness (as amended by the Homelessness Act 2002) Ending of the duty to protect and store your property (Section 211 Homelessness Act 2002).

Return of goods

I previously notified you that this Local Authority it is under a duty to protect your property because it had reason to believe that there was a danger of loss or damage to that property because of your inability to deal with it, and no other suitable arrangements were able to be made.

The Local Authority has now reconsidered whether this duty is still owed and has fully considered your current circumstances. It has decided that it no longer owes you a duty to protect your property under Section 211 of the Homelessness Act 2002.

This letter formally notifies you that the duty has come to an end and that you need to make arrangements to recover your goods.

This letter is to confirm our telephone conversation on *date*, that you will be collecting your property / your property will be delivered to you on *date* at *xxam/xxpm* (*delete as appropriate*)
OR

There are two options available to you. You can make your own arrangements to collect your property from storage within the next seven days following receipt of this letter. Alternatively, please contact me immediately to agree an appointment time within the next seven days to enable us to transport your property to you. Please note that you will be responsible for the costs of transportation and this will be added to the total amount to be charged to you. (*delete which of these two paragraphs above doesn't apply*)

Please note that if you fail to contact us we will write to you with an appointment date and will have to deliver property to your address on that date. The Local Authority is under no legal duty to continue to protect your property and if you do not attend the appointment your property will be delivered to the front of your home.

Although the Local Authority is under no further duty to store your belongings it will exercise its power to cover the costs of storage and transport up to the agreed appointment date after which your furniture storage company have been informed that the Local Authority will not be responsible for any further costs.

If you fail to agree an appointment time for the transportation and return of your property and if the Local Authority is, for practical reasons, unable to leave your goods outside of your address, the Local Authority reserves the right, under its conditions of storage, to dispose of

any property within one month from the date of this letter following a further final warning of the action it intends to take.

Yours sincerely

Housing Options Officer

Appendix 3: Letter to storage company ending the contractual arrangement

Housing
White Cliffs Business Park
Dover
Kent CT16 3PJ

Telephone: (01304) 821199
Fax: (01304) 872316
DX: 6312
Minicom: (01304) 820115
Website: www.doveruk.com

Contact: Housing Options
Direct line: (01304) 8722
e-mail: @dover.gov.uk
Our ref: /
Your ref
Date:

Dear

**Arrangement to store goods for
Purchase Order number:**

On ??? property belonging to ??? was placed into storage.

This letter is to formally advise you that Dover District Council no longer has a duty to store this property and will cease to be responsible for the costs from ????.

Arrangements have been made for their property to be collected on ???

I would be grateful if you could arrange for any outstanding invoices up to this date to be sent to Dover District Council for payment.

Should you have any queries regarding this matter please contact me via the methods above.

Yours sincerely

Housing Options Officer

Appendix 4: Letter to confirm final action to be taken

Housing
White Cliffs Business Park
Dover
Kent CT16 3PJ

Telephone: (01304) 821199
Fax: (01304) 872316
DX: 6312
Minicom: (01304) 820115
Website: www.doveruk.com

Contact: Housing Options
Direct line: (01304) 8722
e-mail: @dover.gov.uk
Our ref: /
Your ref
Date:

Dear

Part VII Housing Act 1996 – Homelessness (as amended by the Homelessness Act 2002) Ending of the duty to protect and store your property (Section 211 Homelessness Act 2002).

Final action to be taken.

On ??? I wrote to you to advise that the Local Authority had decided that it no longer owed you a duty to protect your property under Section 211 of the Homelessness Act 2002 and asked you to contact me to arrange for the return of your stored goods.

Following paragraphs to be completed depending on what action was agreed and subsequently taken, eg:

You have not contacted me, and I am therefore writing to confirm that as per Dover District Council's Removals and Storage Policy I will be arranging for your property to be valued and disposed of.

You confirmed that you would be arranging for the removal of your property on ??? however you did not keep to this arrangement and I am therefore writing to confirm that as per Dover District Council's Removals and Storage Policy I will be arranging for your property to be valued and disposed of.

Please note that as per my previous letter dated ??? outlining the terms and conditions of the removal and/or storage of your property which was signed by you, an invoice for the full amount of costs will be sent to you in due course.

If you wish to discuss this matter please contact me as soon as possible via the methods above.

Yours sincerely

Housing Options Officer