

Housing associations and provision for destitute migrants

A practice pack

Produced by

The Housing and Migration Network

In association with and based on the work of

hope
projects

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1. About the Housing and Migration Network

The **Housing and Migration Network** has been working over the past three years to improve the housing circumstances of new migrants in the UK who are experiencing disadvantage and poor housing, whether as refugees, asylum-seekers, migrant workers or joining family members.

The issues and challenges around housing and new migration have grown significantly, particularly with the increasing diversity of new migrants and the impact of the expansion to East European countries of the European Union. Political and public interest in this issue has been largely negative, and the Network was designed to provide space for independent, in-depth, challenging and creative conversations about housing and migration. Run by HACT with funding and support from the Joseph Rowntree Foundation and the Metropolitan Migration Foundation, it brought together a diverse group of 20 policy-influencers and practitioners from the public, private and voluntary sectors. The Network started out with the belief that migration is a reality requiring practical solutions where problems occur and requiring:

- Exploration of the relationship between new migrants (defined broadly as those who have moved to the UK within the last five years), core housing issues and neighbourhoods where the impact of migration is most keenly felt.
- A focus on new migrants who are experiencing poverty and/or poor housing and on addressing their needs within the context of the place in which they live and in solidarity with existing residents who share similar problems of poverty and disadvantage.
- Identification and sharing of solutions, acting on opportunities to influence policy and practice and promoting partnerships between different organisations and communities.

The Network has now completed its work with the dissemination of the following publications:

UK Migration: the leadership role of housing providers (JRF, August 2011). This study demonstrates that social housing providers can and do play a pivotal role in housing new migrants and supporting good community relations in neighbourhoods. It shares best practice from areas where local authority officers and politicians respond to fast-changing populations by working with housing providers and local people (including migrants themselves) to take an integrated approach to migration.

Available at <http://www.jrf.org.uk/publications/uk-migration-leadership-role-housing-providers>

UK migrants and the private rented sector (JRF, February 2012). This is the first national report to explore the needs and experience of new migrants who live in the private rented sector. It provides evidence that they are not only more likely to live in this sector, but also that they are more likely to end up in its poorest sub-sector. The report outlines some practical solutions that local authorities, housing providers and voluntary and community

groups have developed to bring about improvements, albeit in a context where there is great competition for privately rented housing and increasing diversity in its provision and use.

Available at <http://www.jrf.org.uk/publications/uk-migrants-private-rented-sector>

Housing and Migration: A UK practice guide (CIH, June, 2012). A comprehensive guide to migration aimed at housing providers and everyone concerned with housing needs and relationships between new migrants and longer-term residents in local areas. It shares the findings, knowledge and solutions identified by the Housing and Migration Network. It provides national context but its narrative and solutions are predominantly rooted in neighbourhoods.

Available at [http://www.cih.org/publication-free/display/vpathDCR/templatedata/cih/publication-free/data/Housing and migration A UK guide to issues and solutions](http://www.cih.org/publication-free/display/vpathDCR/templatedata/cih/publication-free/data/Housing%20and%20migration%20A%20UK%20guide%20to%20issues%20and%20solutions)

2. To housing associations and destitution charities – a message from the Network

Housing associations with a charitable mission and status have the ability to help all people in housing need. In the current climate, however, all organisations, including housing associations, are being severely tested by rising needs, severe fiscal constraints and, of course, welfare reform. Yet housing associations are stronger than many other organisations in the communities in which they operate and are increasingly keen to assert their independence and values. They are likely to be moved by the impact that provision of one or two properties can have on the life-chances of people who have already suffered a great deal and are unlikely to be able to tackle their destitution unless they have a stable address for a short period of time.

Destitution can also have other detrimental effects. Many people are living with family and friends in overcrowded conditions or – and ever increasingly – rough-sleeping, causing problems not only for those directly affected but also for the local neighbourhood, although due to their extreme fear most destitute asylum-seekers will try to remain as hidden from view as possible.

Bringing together different strands of expertise and resource is vital in dealing with such complex needs; partnerships with groups and charities that are able to provide the expert legal advice and other support that people will need are vital. For a list of destitution charities and support groups, see www.Stillhumanstillhere.wordpress.com. For many of these charities, working with housing associations could bolster their ability to cope with

rising needs. And many housing associations employ a lot of people who may also be inspired to help in other ways once they understand the problem and what they can offer.

The pack demonstrates how partnership arrangements can be negotiated which enable housing providers to make a contribution towards alleviating acute needs, whilst management and support is provided by the skilled voluntary and community sector. The charity Hope Projects and their partners, working in and around Birmingham, believe this makes the housing-provider contribution both low-profile and low-risk.

The essence of the success of Hope Projects lies in persistence, partnership and passion. Their story inspired the Network and has encouraged some of its members to take the model to other areas of the country. It is hoped that by sharing Hope's experience more widely, seeds are sewn that mobilise people across the country to tackle migrant destitution.

The pack contains some examples of the tools that have been developed by Hope: their referral form and a copy of their guidance on referrals; the license agreement with their tenants; a copy of their lease with one of the housing providers, Midland Heart; and their criteria for making grants from the Hope Destitution Fund.

The Network is grateful to Hope Projects and their partners for showing the generosity and willingness to share their learning and to Hope's Geoff Wilkins for help with producing this pack.

3. About Hope Projects and the Practice Pack

The idea for the pack arose during a meeting in Birmingham where the Network was discussing homelessness and destitution amongst migrants. Hope Projects had been invited to talk about their work developing housing and support to people who were designated as having 'no recourse to public funds' and who were therefore unable to access any publicly funded services despite being in acute housing need. To illustrate the types of cases that Hope is dealing with, a number of case studies are interspersed throughout this pack.

The emergency housing solutions developed by Hope since their first initiative, the Destitution Fund, was established in 2003 have been a challenge and much has been learned along the way. At the time of writing Hope Housing manages eight properties donated by local Registered Social Landlords at peppercorn rents. In the financial year 2011/12 Hope accommodated 22 single men, 36 single women, 7 pregnant women, 3 women with children, 3 couples with children and one childless couple, giving totals of 76

adults and 7 children. Clients have stayed for periods of time ranging from a few days to many months.

M, from Sierra Leone, was referred to Hope Projects because she was pregnant and destitute; she was accommodated by Hope Housing and supported by the Fund. The Asylum Support and Immigration Resource Team (ASIRT) were then able to apply for Section 4 support once **M** was in the late stages of pregnancy, on the basis that she was 'not fit to travel'. **M** was moved into Section-4 accommodation; but the shared accommodation she was given was dirty and too small to accommodate herself and the new baby. ASIRT were able to advocate on **M**'s behalf to ensure that **M** was moved to more suitable accommodation once the baby was born.

The marriage of housing stock with the specialist help provided through Hope's network of volunteers and support structures means that residents are generally moved on as quickly as possible. There is a stated expectation that referrals should only be made where there is a viable longer-term solution in prospect. In this way Hope avoids the problem of 'silting up' that can be such an obstacle in emergency housing provision.

J, an Ivorian woman with a six-month-old baby, was awaiting a decision on her further asylum representations from the UKBA. She was living with a man who had offered her a room to live in, but then abused her sexually. ASIRT referred her to the Hope Destitution Fund and Hope Housing, helped her to submit an application for Section 4 support, and liaised with her solicitor regarding her asylum case. She was refused Section 4 support but granted Indefinite Leave to Remain within two weeks.

4. A model based on partnership

Hope Projects have existed in one form or another since 2003, when the Asylum-Seekers Destitution Fund (now the Hope Destitution Fund) was founded through the initiative of Clare Short, then a local MP, with the support of John Sentamu, then Bishop of Birmingham, and Vincent Nichols, then Archbishop of Birmingham.

Hope Housing was developed in 2007 with only a £20,000 grant from Birmingham Law Centre and very little experience of housing work. Its confidence to undertake such an ambitious project with so little funding is credited to the strength of partnerships developed

over the previous four years through working with other organisations to deliver the Destitution Fund.

L was a destitute 30-year-old pregnant woman from Zimbabwe, who had been staying from place to place. She was legally represented by Hope partner-organisation Lifeline Options, who initiated Judicial Review proceedings over the UKBA's refusal to support her. **L** was provided with emergency accommodation by Hope Housing, whose Support Worker also helped her to register with a GP and referred her to the Bethel Doula Project for other maternity support. She has recently been accommodated by the UKBA Section 4 team in a hostel.

The project also benefited from its established contacts with individuals from the partner-organisations and local housing associations and other Registered Social Landlords. Although Hope wrote to all the members of the Birmingham Social Housing Partnership requesting properties on peppercorn rents, all the successful approaches were initiated through personal contacts, e.g. with board members of housing associations, the chair of a local Primary Care Trust, contacts in the local Catholic archdiocese, etc.

Hope has also relied - crucially - on the commitment of volunteers and of project workers from the partner-organisations, particularly during the first year or so when Hope Housing itself had no paid project workers at all. Even now, Hope has only two part-time workers.

And, again crucially, the project's initiation and development depended on the willingness of those with overall responsibility for Hope Housing – initially the management committee and chief executive of Birmingham Law Centre – to take a leap into the dark and embark on an innovative, pioneering project with little experience or no guarantee of success. Whilst the Law Centre remains an important partner, Hope Projects became an independent registered charity and company limited by guarantee in August 2010.

Also in 2010, Hope began using one of the larger properties, in Selly Oak, as 'first-stage' accommodation (where residents' needs can be assessed before they move on to other properties). The house also provides a small office for Hope workers, and is the base for a range of activities for residents from all the houses. Hope has been given storage space for furniture from a local firm at no cost, so it is able to store both furniture and other goods donated to the project by supporters.

From small beginnings, the Hope Projects have now expanded to include a range of services and projects:

- The Hope Destitution Fund
- Hope Housing
- The Hope Fund for Children
- The Hope Special Fund
- The Hope Knitting Group
- Hope Gardeners

S was a Somali woman with a two-month-old baby. She had applied for Section 4 support a month before she gave birth, the application being based on the fact that her case was being considered under the 'legacy' scheme by the UKBA. The UKBA sought further information on her application, which she was unable to provide because she was very ill for a month after her baby's birth.

She was staying in the living-room of a friend, without heating, and her health and the baby's were suffering. She and her child were accommodated by Hope Housing while a new application for Section 4 support was submitted. A month after first receiving help from the Hope Projects she was granted Indefinite Leave to Remain in the UK.

5. Main elements of the model

The housing and support model relies on a combination of elements, each of which has proved to be essential to the effective support of destitute migrants within a financially viable project. These are:

- **Financial support for Hope clients**

The **Hope Destitution Fund** provides subsistence support, funded from charitable trusts and individuals' donations. It makes fortnightly cash grants to destitute asylum-seekers. All residents in Hope Housing accommodation are supported by grants from the Destitution Fund. Over the past nine years the Fund has raised and distributed more than £770,000, with funding mainly from regional and national grant-making trusts and from the Heart of Birmingham Primary Care Trust. Appendix i provides more detail on funding and funders.

The **Hope Fund for Children** provides one-off grants to mothers and children barred from 'recourse to public funds' in and around Birmingham. The **Hope Special Fund** can provide grants for purposes not covered by the other Funds

- **The properties**

The **Hope Housing Project** provides emergency short-term accommodation at very low cost as residents are not entitled to housing benefit and are reliant on charity for survival. Accommodation is provided at no cost to the residents and properties are provided by a combination of housing associations, charitable trusts etc. on peppercorn rents. Funding raised from grant-making trusts covers electricity, gas and water, Council Tax and other bills, and also the furnishing, repairs and maintenance of the properties and other management and running costs. These currently average £400 per property per month. Appendix i includes a list of landlords that have donated properties to the project.

- **Hope Housing Support Worker**

The part time Housing support worker not only has prime responsibility for day-to-day management of **the properties, but also provides residents with a range of welfare, casework and emotional support, as well as referring them on to other specialist agencies (e.g. a pregnancy support agency, a food bank, English-language classes, organisations organising leisure activities) for further assistance and support.**

- **Charitable funding**

Charitable funding has been essential to provide key personnel, service charges and maintenance to ensure properties are managed properly and residents receive some pastoral care.

- **Voluntary sector delivery in partnership**

The success of the Hope Projects relies on it being a well-networked organisation which works in partnership to develop and manage the work. Both the Destitution Fund and Hope Housing are operated in partnership with other independent organisations working with asylum-seekers. Partner-organisations are represented on the Hope Projects Steering Group, the Hope Destitution Fund Grants Panel, and the Hope Housing Referral Panel, which guide the operation of the projects and determine applications to the Destitution Fund and Hope Housing for support.

The Hope Fund for Children, the Hope Special Fund and Hope Gardeners are also delivered in partnership. Details of all partners are included in Appendix i.

- **Volunteers**

The use of volunteers provides extra support to residents and utilises the goodwill in communities. Hope relies upon a team of volunteers, including Hope Housing residents, to carry out many administrative functions.

G, from Zimbabwe, was refused asylum in the UK which left him homeless and destitute. Having exhausted the hospitality of friends, he was forced to stay at Coventry Peace House, a very basic night-shelter, whilst his solicitor was working on his fresh asylum claim. Hope partner-organisation ASIRT referred **G** to the Hope Projects, and he was accommodated in a Hope Housing property and supported by the Destitution Fund while ASIRT applied for Section 4 support on the basis of a fresh asylum claim.

Unfortunately, the fresh claim was refused and **G**'s Section 4 support was refused. Support and accommodation from the Hope Projects continued until ASIRT was able to draft a new fresh claim for **G**, and as a result he was granted refugee status.

6. Hope for the future

Hope is currently discussing a new venture with one of its housing-association partners, involving a property with sixteen bedsitters and single rooms with shared facilities. Management and running costs for the property would be financed on a 'mixed-use' basis, with residents who have recently obtained leave to remain (and so can work, and claim Housing Benefit) paying rent to subsidise the asylum-seeker residents who are barred from recourse to public funds'.

The organisation is also meeting with others with a view to providing accommodation and support for trafficked people in Birmingham.

H, from Zimbabwe, claimed asylum in 2006. She is HIV-positive. **H**'s boyfriend, who was accommodating and supporting her, ended their relationship and told her to move out. **H** is now in Hope Housing accommodation and supported by the Destitution Fund while the UKBA consider her application for Section 4 support.

Housing associations and provision for destitute migrants

Appendix i

Hope Projects

Hope Projects Board

There are currently seven Directors/Trustees of Hope Projects (West Midlands) Ltd:

Shari Brown (Chair)
Derek Bennett (Treasurer)
Dr Surinder Guru
Rev. Neil Johnson
Adrian Randall
Rt Hon. Clare Short
Ranjit Sondhi CBE

Hope Housing

Hope Housing currently works in partnership with the following housing providers:

- Bournville Village Trust
- Catholic Archdiocese of Birmingham
- Friendship Care and Housing (FCH)
- Mercian Housing
- Midland Heart
- Yardley Great Trust

Hope Destitution Fund

Grants from the fund are overseen by a Grants Panel made up of representatives from:

- ASIRT (Asylum Support and Immigration Resource Team),
- the Children's Society Midlands Refugee Project,
- Lifeline Options,
- the British Red Cross (West Midlands),
- the Refugee Council,
- the Refugee and Migrant Centre of the Black Country, and
- Restore (Birmingham Churches Supporting Asylum-seekers and Refugees).

All of these agencies are also represented on the Hope Projects Steering Group, which meets regularly to agree changes of policy etc.

Destitution funders

In the financial year 2011/12, £59,544 was raised for disbursement in grants to destitute individuals and families, from grant-making trusts, individuals and faith groups. Funders included:

- the Bournville Village Trust,
- the Bryant Trust,
- the Children's Society Midlands Refugee Project
- the Grimmitt Trust, and
- the Roughley Trust.

Grant-giving

Destitution grants

In the same year 2011/12, £84,907 was disbursed from the Fund. It assisted 265 individuals and families during the year, giving an average total grant per case of £320.

There were 95 female single adults, 158 male single adults, and 12 couples. Cases included a total of 33 children. There were 11 pregnant women.

The Hope Fund for Children

The Hope Fund for Children is delivered in partnership with the Children's Society West Midlands Young Refugee Project.

In the year 2011/12 the Fund disbursed £4,375 in £125 grants to 35 clients, with a total of 65 children. 17 of the clients were asylum-seekers, and 18 were others barred from recourse to public funds by virtue of their immigration status.

Hope Housing funders

In the year 2011/12, the following gave grants for Hope Housing's running costs (including the Housing Support Worker's salary, utility bills and Council Tax, repairs and maintenance, etc.):

- the Bewley Charitable Trust,
- the Bryant Trust,
- the Cole Charitable Trust,
- the Esmée Fairbairn Foundation,
- the Eveson Charitable Trust,
- the Friends Hall Farm Street Trust
- the Leigh Trust,
- the Roughley Trust,
- the S C and M E Morlands Charitable Trust,
- the Saintbury Trust,
- the C B and H H Taylor 1984 Trust, and
- the Garfield Weston Foundation.

The LankellyChase Foundation gave a grant towards the salary costs of the Hope Projects Co-ordinator.

Appendix ii



Criteria for grant-making - agreed 9 November 2011

1 Transparency

Current criteria for grant-making will always be circulated to all referring agencies. The criteria will also be available from the Hope Projects Web site at http://www.hope-projects.org.uk/hdf/Hope_Destitution_Fund_criteria_November_2011.pdf. Agencies wishing to refer cases to the Hope Destitution Fund are generally expected to send representatives to the fortnightly Grants Panel meetings.

2 Basic criteria for grant-making

Grants can now be made only to asylum-seekers, and generally only to those who are currently destitute – but see 5 below.

3 Rates of grant payment

The normal weekly rates of grant payment are, as from 9 November 2011, £20 per adult and £15 per child.

4 Grants and longer-term solutions to destitution

Grants will generally be made only where there is the prospect of a longer-term solution to applicants' destitution, e.g. from UKBA Section-4 or Section-95 support or support from local authorities, within a reasonable period of time.

Furthermore, grants will not be made where

- It appears from applications that there is no “need” beyond the fact that the applicant has no income – e.g. cases where applicants are living with and supported by friends; OR
- there is no evidence of a potential “remedy” for the destitution having been already initiated, e.g. a Section-4 application lodged or social services support sought, and no evidence of special or compassionate circumstances that would nevertheless justify a grant; OR

- more generally, documentary evidence has not been included with the application, including copies of UKBA applications, fresh asylum/HR applications, correspondence with social services etc.

5 Grants for those not completely destitute

The Fund's trust-deed allows for grants to those not completely destitute but, e.g., lacking support for their dependants or support to cover special needs.

Grants where families already have some income are to be restricted to single parents with one child where the child is receiving no support. Otherwise, grants to those not completely destitute can only be made provided a case has been made on "humanitarian" or other special grounds.

6 Grants for people "indefinitely destitute"

Grants will rarely be given to people indefinitely destitute and without any possible remedy pending, and only provided a strong case has been made on "humanitarian" or other special grounds, e.g. because of a recent change of circumstances seriously worsening the person's situation.

7 Grants for former asylum-seekers

Grants for, e.g., refugees or people granted indefinite leave to remain who are unable to access welfare benefits will not be made.

8 Grants for non-support expenditure (e.g. essential travel, doctor's reports, translations, other reports)

Such grants can be made only exceptionally, and with a low priority, except in the case of grants enabling asylum-seekers to travel to Liverpool or Croydon in order to lodge fresh applications.

9 Review of ongoing cases

Ongoing cases will be reviewed by a Sub-Group of the Grants Panel, comprising Hope workers and volunteers, on the day before the fortnightly meeting of the Grants Panel.

The Sub-Group will always require clear written information about action/ progress on a case from the referring agency, and in the absence of such information cases will generally be closed or carried forward to the next meeting without a grant being made. Ongoing cases can be referred by the Sub-Group to the Grants Panel at the Sub-Group's discretion.

Appendix iii



Hope Housing referral form and guidelines

Accommodation Referral Form

Hope Housing offers short-term emergency accommodation to **asylum-seekers in the West Midlands who are destitute, homeless and barred from recourse to public funds**. All the accommodation currently on offer is in Birmingham.

Generally, we expect that there should be a viable longer-term solution for applicants' homelessness and destitution in prospect. Subject to this consideration, those applicants in greatest need are given priority, as the number of referrals generally outnumbers the vacancies. Examples of priority (though not exclusive) are:

- Those who have been sleeping rough
- Those with serious medical conditions
- The elderly or disabled/infirm
- Those suffering trauma or mental-health problems

Hope Housing will always make the final decision on applications. Decisions are made by the project's Referrals Panel.

Before completing this form:

- Make sure that the client has no viable alternative accommodation.
- Explain to the client how the service works, especially the likely short-term and sharing nature of the accommodation. *Only if the client is willing to proceed on this basis:*

Complete the form below, and fax it to 0121-766-8860, or email to sarah@hope-projects.org.uk, or send to Hope Housing, Dolphin House, 54 Coventry Road, Birmingham B10 0RX.

Please read the attached referral guidelines for further information.

Client's name:¹ _____

Gender: M / F

Referred by: (Name) _____

(Agency) _____

Contact no. _____

Signed: _____

Date: / /

Details of applicant

Client's d.o.b. / /

Asylum-seeker? Y / N

HO ref: _____ UKBA Asylum Support / NASS ref: _____

Country of origin: _____ First language: _____

Other languages: _____ Level of spoken English: _____

(0 = none, 1 = communicates with difficulty, 2 = able to hold a basic conversation, 3 = fairly good, 4 = excellent)

Contact no. (mobile preferred):² _____ Religion: _____

Immigration status and other applications for help

Date of arrival in the UK: / /

Date of first asylum application: / /

Date of latest refusal of asylum: / /

Are there any current representations³ being considered by Home Office? Yes / No / Pending

If Yes, what type of representations?: _____ (Date of claim: / /)

Section-4 support applied for? Yes / No (Date of application: / /)

Name and contact no. of legal representative (if current): _____

Vulnerability or health issues

Dietary or specialist requirements:⁴ _____

Known risk factors:⁵ _____

Medical conditions:⁶ _____

Contact details of GP: _____

Living situation ⁷

Where have you been staying for the last three weeks? _____

Whose accommodation is this? _____

What is it like? _____

Why can you no longer stay there? _____

Where are you going to stay tonight? _____

Have you recently stayed at a night shelter, or in charity accommodation? Yes _____ / No

Would you be willing to share a room and live with others from different faiths and cultures? Yes / No

Details of partner, children or other family

Additional family members accompanying the main applicant (please continue on a separate sheet if necessary)

- 1. _____ d.o.b. / / M / F
- 2. _____ d.o.b. / / M / F
- 3. _____ d.o.b. / / M / F
- 4. _____ d.o.b. / / M / F

Does client have any other family in the UK? _____

What has recently changed in the client's circumstances?

What steps are being taken to secure longer-term support and accommodation?

Please note unless steps are being taken to avoid indefinite destitution we are unlikely to be able to offer assistance

I have explained to the client that:

There may not be a choice of area

The accommodation will be available only for a fixed period of time, and this may be only a few weeks

Please note: Whilst we respect client-confidentiality policies, we cannot accept referrals from agencies that withhold information which may lead to project workers or other clients being placed in danger

Notes:

1. If a couple or family, give the name of the main applicant, and complete the family information below.
2. Essential if we need to contact them with an offer of accommodation.
3. Fresh claims and Section-4 applications may affect the length of placement offered.
4. E.g. Halal only / no pork / vegetarian / vegan; mobility issues
5. Is this person likely to pose any risk to project workers or other clients? Is there any history of violence or unstable behaviour?
6. We need to know of easily transferable medical conditions so we can take reasonable precautions: it is also helpful to know of conditions that may cause the client to behave abnormally.
7. We need to know how stable the current accommodation is, e.g.: Are they sleeping rough? Do they move from friend to friend every few days? Are they still in their NASS accommodation?

Hope Housing referral guidelines



Criteria for referral

Hope Housing offers only emergency short-term accommodation to:

- **Asylum-seekers living in the West Midlands who are destitute and homeless and have no recourse to public funds.**

Please do not refer clients who do not fall into this category

The referral procedure

Hope Housing's referral-form is available in MS Word format at <http://www.hope-projects.org.uk/hh/HH-referral-form.doc>.

Referrers should aim to provide the fullest possible information, particularly about (a) the client's current situation, (b) steps being taken to secure longer-term accommodation for the client, e.g. Section-4 support, support by the local authority, (c) any health problems (including mental health).

Referral forms can be faxed to 0121-766-8860 or emailed to sarah@hope-projects.org.uk, or sent to Hope Housing, Dolphin House, 54 Coventry Road, Birmingham B10 0RX.

Referrals are considered by a Referral Panel drawn from and representing the Hope Projects Steering Group. The Steering Group includes Hope Projects workers and volunteers and representatives from

- ASIRT (Asylum Support and Immigration Resource Team)
- Birmingham Law Centre
- British Red Cross (West Midlands)
- Children's Society West Midlands Young Refugee Project
- Karis Neighbour Scheme
- Lifeline Options
- Refugee Council
- Refugee and Migrant Centre, Wolverhampton
- Restore (Birmingham Churches Supporting Asylum Seekers and Refugees)

plus co-opted individuals.

The Referral Panel considers applications each week between Friday and Monday, and referral-agencies will then be contacted about the cases. If a referred client cannot immediately be accommodated, then updates on the

client's housing/casework situation should be provided by the referral-agency each Friday.

Clients accommodated by Hope Housing

Clients who are accepted into Hope Housing accommodation sign an agreement with Hope Projects which gives them a licence to live in the designated property for an agreed period of time.

Hope Housing clients are eligible for fortnightly support grants from the Hope Destitution Fund for as long as they have a licence to live at the property. They can also collect food parcels from ASIRT's weekly drop-in sessions, on Thursdays between 10 a.m. and 4 p.m.,

Hope Housing has project workers and volunteers who ensure that the properties are properly maintained.

Residents at each house normally have a monthly meeting with a Hope Housing project worker. Residents can talk to the project workers about issues that arise for them from day to day. Project workers can also advocate on their behalf to the referral-agency.

Referral-agency responsibilities

- Before making a Hope Housing referral: the referral-agency should explore all possible avenues other than Hope Housing to get the client accommodated, for example by the Home Office UK Border Agency or local-authority Social Services departments.
- The referral-agency should complete the Hope Housing referral form in full; supporting evidence must be provided of the referral agency's attempts to secure other support and accommodation for clients.
- A Hope Destitution Fund application form (available in MS Word format at <http://www.hope-projects.org.uk/hdf/HDF-form.doc>) must be filled in and faxed, emailed or sent separately from the Hope Housing referral, unless the client is already in receipt of support from the Fund.
- Once a client has been accepted into Hope Housing, it is the referral-agency's responsibility to work with clients to secure longer-term support and accommodation.
- Six-weekly updates must be provided by the referral-agency to Hope Housing project workers informing them of work carried out on the client's case. Updates can be made by email, fax or 'phone, and are discussed at Referrals Panel meeting.
- The referral-agency is responsible for helping to move the client out the property once other accommodation is secured or the client licence is terminated for any other reason.

July 2012

Appendix iv – Example of licence agreement (between resident and leaseholder)

(N.B. DISCLAIMER: Projects wishing to use or adapt this Licence Agreement should seek independent legal advice before doing so.)

HOPE PROJECTS – HOPE HOUSING LICENCE AGREEMENT

This is an agreement between Hope Projects West Midlands Limited (HP) or “we” and _____ “you”.

- ✚ The first part of this agreement gives legal information.
- ✚ The second part of the agreement sets out what Hope Projects agrees to do, and what you agree to do.
- ✚ The third part of the agreement talks about the time limit on the accommodation provided
- ✚ The last part of this agreement talks about problems.

Legal Information

You are being granted a licence. A licence gives you permission to do something. You understand and agree:

- ✚ That this agreement does not give you rights;
 - ✚ That any accommodation offered to you is time limited; and
 - ✚ That the permission (licence) given to you can be withdrawn by HP.
2. The licence is being given to you by HP. HP is a company limited by guarantee, registration 07341898 and a charity, registration 1138402. Its address is Dolphin House, 54 Coventry Road, Birmingham B10 0RX. It is not a profit-making organisation, and it is able to give you this licence only because other people have generously donated this property.

3. This licence gives you permission to live in a room at

("the property") on an emergency basis until _____

Whilst living at the property on this basis you will also be entitled to the shared use of the bathroom, toilet, kitchen, living room and other amenities at the property.

4. This licence does not give rise to any right to continue to live at the property after the date given in paragraph 3 above and whilst living at the property you must take all necessary steps to apply for any alternative accommodation or care and attention to which you may be entitled under, for example, housing legislation, Section 21 of the National Assistance Act 1948, Section 17 of the Children Act 1998, Sections 4 or 95 of the Immigration and Asylum Act 1999.

The licence does not constitute a tenancy and is not covered by the provisions of the Housing Act 1988. (A tenancy and the Housing Act 1988 would give you rights that this licence does not give you).

6. There is no insurance cover for the contents of the property – neither the furnishings that we provide nor your possessions. Your belongings are your responsibility and HP takes no responsibility for any loss, damage or theft.
7. You will be required to sign an inventory of furniture and household goods at the property when you move in, and again when you move out.
8. You may be moved between rooms, or between different Hope Properties, at short notice – at least 24 hours. You must move, or you could be asked to leave.

Things that HP and you agree to do

You agree to keep these rules:

Rules for safety and security:

- ✚ Do not have visitors to stay the night.
- ✚ Do not smoke in the property.
- ✚ Do not use illegal drugs.
- ✚ Do not keep pets.
- ✚ Take good care of the keys, and do not get extra keys cut.
- ✚ Make sure the windows and doors are shut and locked if you go out and no-one else is in. We recommend that you lock the main door when inside the property.
- ✚ Do not try to do any DIY modifications to the structure of the property.
- ✚ Do not invite sales-people into the property or enter into any agreements with sales-people using the property address.
- ✚ Do not bring extra heaters into the property.
- ✚ Do not use the fire or cooker to dry clothes.
- ✚ Switch off all lights, appliances, fires and cooker when no-one is at home.
- ✚ Put any post for HP (such as bills) in an agreed place, and tell us about it straight away.
- ✚ Do not allow anyone else to use your address as a postal address.
- ✚ You must make sure you are aware of the refuse collection day and the refuse must be put out for collection weekly.

Rules about mutual respect and consideration:

- ✚ Keep your room and any shared space clean and tidy
- ✚ You are obliged to clear and wash up after their meals. You must clear up your own mess and keep the shared space in the property clean and tidy.
- ✚ Do not borrow or use your house-mates' property without their permission

- ✚ Respect your house-mates and their needs for privacy, sleep, security and cleanliness
- ✚ You do not enter other housemates' rooms without their invitation.
- ✚ Do not change or remove the furniture.
- ✚ Ask for permission before you hold any large gathering at the property.
- ✚ You may drink alcohol but you must not be drunk in the property.
- ✚ You must not do anything that would be a nuisance to your neighbours.
- ✚ You must tell HP if anything in the property gets damaged.
- ✚ You must allow full access to any part of the property to anyone sent to the property with the permission of HP.
- ✚ You must attend regular meetings, arranged by the Hope Housing Support Worker, with the Support Worker and other residents at the property.

Rules about keeping the 'property bills' to a minimum:

- ✚ Turn off lights when not needed
- ✚ When it is cold keep doors & windows closed
- ✚ When it is hot keep the central heating off
- ✚ Shower rather than bath if possible.

HP agrees to do the following:

- ✚ To pay the council tax, water rates, gas and electricity bills for the property;
- ✚ To put right any problems with the property or its furnishings, by keeping the property and its furnishings in a good state of repair.

Time limit on accommodation

11. The emergency accommodation you are being offered is time-limited because there is a heavy demand on places from people who are new emergencies. Furthermore, Hope Housing is not under any duty to continue to provide accommodation or support to you, even if there is no other support or accommodation available to you.

Problems

We have the right to withdraw your licence to live at the property. Here are some of the reasons why we might do so:

- ✚ You have broken the rules.
- ✚ We no longer have the right to let you stay in the property (for example, because the person who owns the property wants it back).
- ✚ You no longer need the property for the reasons we gave you this licence (for example, you are no longer destitute)
- ✚ You are not taking steps we have asked you to take to try to get help from the state (NASS support, social services or social security benefits) rather than HP.
- ✚ You are using the property to do things that are illegal.

We can also withdraw your licence by giving you at least 7 days' written notice if other support becomes available to you. Your licence will be withdrawn if you unreasonably refuse accommodation offered to you by UKBA Asylum Support or a local authority.

13. If we withdraw your licence, you must leave the property by the date we tell you in writing.

Signed by a representative of HP _____

Name _____

Signed by you _____

Name _____

Dated _____

Appendix v – Example of lease (between housing provider and Hope)

(N.B. DISCLAIMER: Projects wishing to use or adapt this Lease should seek independent legal advice before doing so.)

DATED [ADD DATE]

(1) [ADD LANDLORD NAME]

and

(2) [ADD TENANT'S NAME]

LEASE

of

[ADD ADDRESS/DESCRIPTION OF PREMISES]

THIS LEASE made the **[ADD DATE]**

BETWEEN:

1. **[ADD LANDLORD NAME, COMPANY REGISTRATION NUMBER AND REGISTERED OFFICE ADDRESS]** (the **“Landlord”**); and
2. **[ADD TENANT NAME AND ADDRESS. IF TENANT IS A COMPANY, ADD COMPANY NAME, COMPANY REGISTRATION NUMBER AND REGISTERED OFFICE]** (the **“Tenant”**).

1 DEFINITIONS

In this Lease the following definitions apply:

“Building”	[IF LEASE OF PART, ADD BUILDING ADDRESS. IF LEASE OF WHOLE, DELETE CLAUSE AND DEFINITION] edged in [blue] on the attached Plan 2 [ADD AND NUMBER A SUITABLE PLAN] registered with [title absolute] under title number [ADD REGISTERED TITLE NUMBER IF PROPERTY REGISTERED.] of which the Property forms part;
“Common Parts”	[IF LEASE OF PART, KEEP THIS CLAUSE. IF LEASE OF WHOLE, DELETE CLAUSE AND DEFINITION] the parts of the Building which are designated from time to time by the Landlord in its absolute discretion for use by the tenants and occupiers of the Building;
“Interior”	[IF LEASE OF PART, KEEP THIS CLAUSE. IF LEASE OF WHOLE, DELETE CLAUSE AND DEFINITION] the integral coverings of the walls of the Property and the floor and ceiling finishes of the Property and the doors and door-frames and the windows and window-frames of the Property;
“Lettable Areas”	[IF LEASE OF PART, KEEP THIS CLAUSE. IF LEASE OF WHOLE, DELETE CLAUSE AND DEFINITION] those parts of the Building leased or intended to be leased;
“Plan 1”	the plan attached this to lease and marked “Plan 1”;
“Plan 2”	the plan attached this to lease and marked “Plan 2” [IF LEASE OF WHOLE, DELETE CLAUSE AND DEFINITION] ;
“Permitted Use”	as [SPECIFY USE – E.G. OFFICES] only between the hours of [SPECIFY PERMITTED HOURS AS APPROPRIATE E.G. - 7:00am to 7:00pm Monday to Friday] ;
“Property”	[ADD THE ADDRESS/DESCRIPTION OF PREMISES] shown edged in [red] on Plan 1 [ADD AND NUMBER A PLAN] which forms part of the Building;
“Retained Parts of the Building”	[IF LEASE OF PART, KEEP THIS CLAUSE. IF LEASE OF WHOLE, DELETE CLAUSE AND DEFINITION] all parts of the Building (including the

Common Parts) which do not comprise Lettable Areas;

“Service Media” all media for the supply or removal of heat electricity, gas, water, sewage, air-conditioning (if any), energy, telecommunications, data and all other services and utilities and all structures, machinery and equipment ancillary to those media;

“Value Added Tax” and “VAT” Value Added Tax as provided for in the Value Added Tax Act 1994 and legislation supplemental thereto and any other tax of a like nature.

2 INTERPRETATION

In this Lease unless the subject or context otherwise requires:

2.1.1 words importing the neuter gender only shall include the masculine or feminine gender (as the case may be) and words importing the masculine gender only shall include the feminine gender and vice versa;

2.1.2 words importing the singular number only shall include the plural number and vice versa and where two or more persons are included in the expression the “Landlord” or the “Tenant” the Leases and covenants contained in this Lease which are expressed to be made by either the Landlord or the Tenant shall be deemed to be respectively made by such persons jointly and severally;

2.1.3 words importing persons shall include firms, companies and corporations and vice versa;

2.1.4 the headings appearing in this Lease are for ease of reference only and shall not affect the construction of this Lease.

3 DEMISE

The Landlord lets and the Tenant takes the Property for a period of **[ADD LENGTH OF LEASE]** commencing on the date of this Lease.

4 RENT

The Tenant shall pay to the Landlord the rent of **[ADD RENT IN FIGURES AND WORDS – E.G. £2,500 (TWO THOUSAND FIVE HUNDRED POUNDS) PER YEAR]** plus VAT thereon (if any).

5 RIGHTS

[MH MAY NEED TO GRANT THE TENANT RIGHTS – E.G. CAR PARK RIGHTS, RIGHTS TO USE COMMON PARTS (IF LEASE OF PART), RIGHTS TO USE FACILITIES (IF LEASE OF PART). PLEASE SEE BELOW AT CLAUSES 5.1 TO 5.3 FOR EXAMPLE RIGHTS]

The Landlord grants to the Tenant the right:

- 5.1 [to park up to five cars within the car park spaces to be designated by the Landlord from time to time and subject to any regulations that the Landlord may make from time to time;
- 5.2 (in common with others) over the Common Parts to access to and egress from the Property; and
- 5.3 (in common with others) the right to use the kitchen and the kitchen facilities within the Common Parts on the ground floor provided that any conditions of use and times of use of such rights shall be at the entire discretion of the Landlord.]

6 RESERVATIONS

[MH MAY NEED TO RESERVE RIGHTS. PLEASE SEE BELOW AT CLAUSES 6.1 AND 6.2 FOR EXAMPLE RIGHTS]

The Landlord reserves the following rights:

- 6.1 The right to use and to connect in to any Service Media at, but not exclusively serving, the Property which are in existence at the date of this Lease or which are installed or constructed within the period of 80 years from the date of this Lease (being the perpetuity period for the purposes of section 1 of the Perpetuities and Accumulations Act 1964) is reserved to the Landlord and the tenants owners or occupiers of the Lettable Areas; and
- 6.2 The right to access the Property at all reasonable times and on reasonable notice (unless in cases of emergency) in order to inspect, maintain and repair the Building.

7 SERVICE CHARGE CONTRIBUTION

[IF LEASE OF PART, KEEP SERVICE CHARGE CLAUSE. IF LEASE OF WHOLE, DELETE THE CLAUSE. THE SERVICE CHARGE MAY EITHER BE FIXED OR VARIABLE. THEREFORE DELETE THE FIRST PARARGAPH ONLY AS APPROPRIATE]

- 7.1 **[FIXED SERVICE CHARGE:** To pay to the Landlord a fixed service charge in the sum of **[ADD SERVICE CHARGE IN FIGURES AND WORDS – E.G. £500 (FIVE HUNDRED POUNDS) PER YEAR]** plus VAT thereon (if any) for the following services:

OR

VARIABLE SERVICE CHARGE: To pay to the Landlord an estimated service charge in the sum of **[ADD SERVICE CHARGE IN FIGURES AND WORDS – E.G. £500 (FIVE HUNDRED POUNDS) PER YEAR]** plus VAT thereon (if any) for the following services:]

[THE SERVICES TO BE PROVIDED MAY NEED TO BE AMENDED]

- 7.1.1 [supplying reasonable amounts of water, gas and electricity to the Property;
 - 7.1.2 cleaning and repairing the Building excluding the Lettable Areas;
 - 7.1.3 insuring the Building against the full reinstatement cost (including professional fees but subject to any excess which may imposed by the insurers) from time to time against fire lightning storm flood explosion and any other risk which the Landlord may reasonably require;
 - 7.1.4 insuring the Common Parts against public liability from time to time; and
 - 7.1.5 any other service or amenity that the Landlord may in its [reasonable] [absolute] discretion [acting in accordance with the principles of good estate management] provide for the benefit of the tenants and occupiers of the Building (“the Services”).]
- 7.2 **[KEEP THIS CLAUSE, IF USING VARIABLE SERVICE CHARGE. IF USING FIXED SERVICE CHARGE, DELETE CLAUSE]** If at the end of the service charge year (as determined by the Landlord from time to time), the estimated service charge is more than the cost of providing the Services, then the Landlord shall credit such difference to the service charge account for the following service charge year (as determined by the Landlord). If at the end of the service charge year (as determined by the Landlord from time to time), the estimated service charge is less than the cost of providing the Services, then the Tenant shall pay the difference to the Landlord on demand.

8 THE TENANT’S OBLIGATIONS

The Tenant agrees with the Landlord:

8.1 Rent and Service Charge

To pay rent in accordance with clause 4 together with any VAT thereon (if any) and to pay to the Landlord the service charge (such service charge being reserved as rent) in accordance with clause 7 plus VAT thereon (if any) in both cases without any deduction or set off in equal quarterly payments in advance on the usual quarter days being 25 March, 24 June, 29 September and 25 December.

8.2 Outgoings

To pay all outgoings in respect of the Property (including without limitation rates)

8.3 Repair

To keep the [Interior of] Property **[IF LEASE OF PART, TENANT USUALLY RESPONSIBLE FOR INTERIOR ONLY. IF LEASE OF WHOLE, TENANT USUALLY RESPONSIBLE FOR ENTIRE PROPERTY. DELETE 'INTERIOR OF' AS APPROPRIATE]** (together with all landlord's fixtures and fittings and belongings) in good and substantial repair and condition.

8.4 Regulations

To comply with all rules and regulations made by the Landlord from time to time in respect of the access rights referred to at clause 5 above and in respect of the management of the Property and the Building.

8.5 Prohibitions

Not:

- 8.5.1 to make any alteration or addition to the Property;
- 8.5.2 to use the Property or any part of the Property otherwise than for the Permitted Use;
- 8.5.3 to cause any nuisance or annoyance to the Landlord or to any adjoining owners or occupiers;
- 8.5.4 to assign, underlet, charge, part with or share the possession or occupation of the whole or any part of the Property **[THIS CLAUSE FORBIDS ANY DEALINGS WITH PROPERTY. IT WILL NEED AMENDING IF TENANT IS TO HAVE THE ABILITY TO DEAL WITH THE PROPERTY – E.G. BY LETTING OR LICENSING. IF SO, THE FORM OF LEASE OR LICENCE WILL NEED TO BE AGREED BY MH AND ATTACHED TO THE LEASE].**
- 8.5.5 to erect any signage without the written consent of the Landlord
- 8.5.6 to connect into any Service Media within the Building of the Landlord's utilities (including where appropriate any water, soil, air, electricity, radio, television, telegraphic telephone, telecommunications and other services and supplies of any nature

8.6 Statute

To comply with all statute including any modification, extension, amendment or re-enactment of the same (including all instruments, orders, notices, regulations,

directions, byelaws and permissions issued from such statute) and all other obligations imposed by law which affect the Property its use and occupation regardless of whether the legislation or other obligation requires compliance by the owner, landlord, tenant or other occupier of the Property.

8.7 Entry by Landlord

To allow the Landlord and all persons authorised by the Landlord to enter the Property at any reasonable time for the purposes of ascertaining whether the terms of this Lease have been complied with.

8.8 Interest

If any sum payable to the Landlord under the terms of this Lease shall not be paid on the due date, to pay interest (such interest being reserved as rent) at the rate of four per cent above the base rate for the time being of Royal Bank of Scotland PLC (or if the same shall cease to be published any comparable rate reasonably determined by the Landlord as replacing the same) from and including the due date to and including the date of payment in full.

8.9 Indemnity

To indemnify and keep indemnified the Landlord from and against all actions, proceedings, claims, demands, losses, costs, expenses, damages and liability arising in any way directly or indirectly out of any breach of the Tenant's covenants contained in this lease

8.10 Yield Up

8.10.1 At the end of the term the Tenant shall return the Property (together with all landlord's fixtures and fittings and belongings) to the Landlord in the repair and condition required by this Lease.

8.10.2 At the end of the term, the Tenant shall remove from the Property all chattels belonging to or used by it.

8.10.3 The Tenant irrevocably appoints the Landlord to be the Tenant's agent to store or dispose of any chattels or items it has fixed to the Property and which have been left by the Tenant on the Property for more than ten working days after the end of the term. The Landlord shall not be liable to the Tenant by reason of that storage or disposal. The Tenant shall indemnify the Landlord in respect of any claim made by a third party in relation to that storage or disposal.

8.10.4 If the Tenant does not comply with its obligations in this clause, then, without prejudice to any other right or remedy of the Landlord, the Tenant shall pay the Landlord an amount equal to the annual rent at the rate reserved for the period

that it would reasonably take to put the Property into the condition it would have been in had the Tenant performed its obligations under this clause. The amount shall be a debt due on demand from the Tenant to the Landlord.

9 FORFEITURE

9.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:

9.1.1 any rent is unpaid 21 days after becoming payable whether it has been formally demanded or not;

9.1.2 any breach of any condition of, or tenant covenant, in this lease;

9.1.3 where the Tenant or any guarantor is an individual:

a) the taking of any step in connection with any voluntary arrangement or any other compromise or arrangement for the benefit of any creditors of the Tenant or guarantor; or

b) the presentation of a petition for a bankruptcy order or the making of a bankruptcy order against the Tenant or guarantor.

9.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end, but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant or any guarantor.

10 THE LANDLORD'S OBLIGATIONS

Subject to the Tenant paying the rent and any other sums due under this Lease the Landlord agrees for the duration of this Lease with the Tenant as follows:

10.1.1 [to use reasonable endeavours to provide the Services referred to in clause 7.1.1 to 7.1.5 **[IF SERVICE CHARGE APPLICABLE, KEEP THIS CLAUSE]**]; and

10.1.2 the Tenant may peaceably and quietly hold and enjoy the Property without any interruption from the Landlord or any persons claiming under through or in trust of it.

11 EXCLUSION OF SECTIONS 24 TO 28 OF THE LANDLORD AND TENANT ACT 1954

[IF TENANT'S SECURITY OF TENURE RIGHTS EXCLUDED, KEEP THIS CLAUSE]

11.1 The parties confirm that:

11.1.1 the Landlord served a notice on the Tenant, as required by section 38A(3)(a) of the 1954 Act, applying to the tenancy created by this lease, before this lease was entered into a certified copy of which notice is annexed to this lease;

11.1.2 **[ADD NAME OF PERSON WHO WILL BE SWEARING STATUTORY DECLARATION]** who was duly authorised by the Tenant to do so made a statutory declaration dated **[ADD DATE]** in accordance with the requirements of section 38A(3)(b) of the 1954 Act a certified copy of which statutory declaration is annexed to this lease; and

11.1.3 there is no agreement for lease to which this lease gives effect.

11.2 The parties agree that the provisions of sections 24 to 28 of the 1954 Act are excluded in relation to the tenancy created by this lease.

12 CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999

A person who is not a party to this Lease shall not have any right under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this Lease.

13 EXCLUSION OF REPRESENTATIONS

13.1 This lease constitutes the entire agreement and understanding of the parties relating to the transaction contemplated by the grant of this lease and supersedes any previous agreement between the parties relating to the transaction.

13.2 The Tenant acknowledges that in entering into this lease it has not relied on] nor shall have any remedy in respect of, any statement or representation made by or on behalf of the Landlord.

13.3 Nothing in this lease constitutes or shall constitute a representation or warranty that the Property may lawfully be used for any purpose allowed by this lease.

14 CHARITY CLAUSE

The Property will by virtue of this lease be held by or in trust for the Tenant which is a charity/has charitable status **[IF THE TENANT IS A CHARITY/HAS CHARITABLE STATUS, KEEP CLAUSE IN]**

IN WITNESS of which the parties have signed this Lease on the date stated at the beginning of this Lease.

EXECUTED AND DELIVERED AS A DEED)
by **MIDLAND HEART LIMITED** by)
affixing its common seal in the) Authorised signatory
presence of two authorised signatories)
Authorised signatory

EXECUTED AND DELIVERED AS A DEED)
by **[ADD TENANT'S NAME OR]** acting)
by way of two directors or a director) Director
and the company secretary)
[EXECUTION CLAUSE MAY NEED [Director/Company Secretary]
AMENDING IF THE TENANT IS AN
INDIVIDUAL OR DEPENDING ON THE
TENANT'S EXECUTION FORMALITIES]: