

**Accommodation Provided
for
Asylum Seekers
in Nottingham 2002**

**A report by
Nottingham & Nottinghamshire Refugee Forum**

Abstract

In March 2002, 69 interviews were conducted amongst asylum seekers in Nottingham, concerning their accommodation and services supplied by the 3 major local accommodation providers, Capital Accommodation, 21st Century, and the Refugee Housing Association. 16 of those living in Capital Accommodation property were re-interviewed between June and September of 2002 to see if there had been any changes since the original interview.

Respondents were unhappy about many aspects of their accommodation and their treatment by the accommodation providers. There were many causes of discomfort and dissatisfaction. A major problem appeared to be enforced sharing of rooms and the resultant lack of privacy. The poor conditions of houses, and difficulty in communicating with accommodation providers (for example because of lack of interpreters), were frequently cited. A number of incidents of harassment by members of staff and threats to have asylum seekers moved or deported were also reported.

By far the greatest number of problems was experienced by those housed by Capital Accommodation. Those in Refugee Housing Association accommodation were the most satisfied.

The Home Office has contracted a number of accommodation providers to supply housing to dispersed asylum seekers through the National Asylum Support Service (NASS). It appears that in many cases, the terms of the contract are not being adhered to.

Published by

Nottingham & Nottinghamshire Refugee Forum (NNRF)

118 Mansfield Road

Nottingham

NG1 3HL

☎ 0115 985 9546

November 2002

© Nottingham & Nottinghamshire Refugee Forum

Contents

1. Introduction	1
2. The local refugee community and our sample	2
3. The household	4
3.1. Single asylum seekers in multi-occupancy accommodation	4
3.1.1 Shared rooms.....	4
3.2 Families.....	5
3.3. Suitability of accommodation.....	5
4. Arrival	6
4.1. Interpretation.....	6
4.2 Information and instructions	7
4.3. Timing	7
5. The occupancy agreement	8
5.1. Understanding.....	8
5.2. Changes to occupancy agreements	8
5.3. Occupancy agreement terms	8
6. Rights	9
7. Health	9
8. Furniture and equipment	10
8.1. Condition and cleanliness	10
8.2 Facilities provided	10
9. Children	12
9.1 Schooling and health visitors.....	12
9.2. Facilities for children	12
10. The accommodation provider	13
10.1. Signing on.....	13
10.2. Visits from accommodation providers.....	13
10.3. General attitudes of accommodation providers.....	15
11. Analysis by accommodation provider	15
11.1. Capital Accommodation	15
11.2. 21 st Century.....	17
11.3. Refugee Housing	18
12. Special concerns raised by respondents	19
12.1 Capital Accommodation	19
12.2. 21st Century.....	21
12.3. Refugee Housing Association	21
13. Conclusion	22
Appendix 1 Survey questions	25
Appendix 2 Follow up questionnaire	29
Appendix 3 Results of follow-up questionnaire	30
Appendix 4 The Home Office Contract.	31
Appendix 5 Occupancy agreements.....	43

1. Introduction

In 2001, the housing charity *Shelter* surveyed five local authority areas in order to investigate the conditions in which asylum seekers were living. *Shelter* researchers surveyed 154 dwellings housing 309 people (including 48 children). They found major problems with poor quality housing which was damp and unsanitary, and, in some cases, dangerous gas and electrical appliances. Their report stated that *"Asylum seekers are particularly vulnerable because they often arrive in the UK already suffering from serious health problems, sometimes as a result of torture, ill-treatment or psychological trauma.....Having little money means they will spend more time indoors making effects of bad housing more acute. Lack of money, language barriers and a lack of support also make it difficult for people to carry out basic repairs to their housing to improve conditions."* (*Far From Home*, Shelter 2001)

Nottingham and Nottinghamshire Refugee Forum (NNRF) was set up in June 2000 to provide advice and support for the increasing numbers of asylum seekers and refugees in Nottingham and to campaign for their rights. A drop in centre was opened in October 2001, where regular advice sessions could be provided. This service has been well-used and it soon became apparent that many of the problems brought to the Centre concerned difficulties experienced by asylum seekers in their accommodation. There were complaints of overcrowding, lack of privacy and even harassment from private sector landlords. NNRF volunteers decided to carry out a survey to try to build a wider picture of the conditions in which asylum seekers are being housed in Nottingham. In March 2002, 69 interviews were conducted amongst asylum seekers in Nottingham concerning their accommodation and the services supplied by the 3 major local accommodation providers, Capital Accommodation, 21st Century and the Refugee Housing Association. 16 of those living in Capital Accommodation property were re-interviewed between June and September 2002 to see if there had been any changes since the first interview.

The 3 major housing providers in Nottingham include a social housing provider, the Refugee Housing Association, managing accommodation on behalf of the local authority, (currently supplying about 38% of local NASS housing), as well as two private, commercial providers, Capital Accommodation (supplying about 43%) and 21st Century Housing (17%). On the whole, the basic housing fabric and the appliances provided for asylum seekers in Nottingham appear to be considerably better than that found by Shelter in its survey. All houses used for asylum seekers are inspected prior to use by Nottingham City Council's Environmental Services Department to check standards and the safety of houses of multiple occupation. There are also examples of good practice where support is offered above and beyond the minimum standards outlined in the Home Office contract.

Nonetheless, a great many problems were reported. In many cases, the terms of the Home Office's own contract with accommodation providers are not being met. We would argue that vulnerable people should not be housed by private organisations whose main purpose is to make a profit. Providing a good quality service is, however, not just a question of how much money is put into it. It is also about attitude and values. Being treated with courtesy and respect is important to the self-esteem and mental health of refugees – and costs nothing.

The results of this survey form the content of this report, highlighting the feelings of anger and despair widespread amongst asylum seekers. It is our hope that this report will help to bring about some change in the housing of asylum seekers in Nottingham and perhaps elsewhere. We do not believe that Nottingham is worse than other places in the country and overall it may well be better than many. We would like to see further action by the Home Office and the National Asylum Support Service to ensure that in the future all asylum seekers have decent places to live and are treated with respect.

Nawzad Awchi, Chris Cook Cann, Jasim Ghafur, Siya Sabir, Myra Woolfson

NNRF Housing Group

October 2002

2. The local refugee community and our sample

The 1999 Immigration and Asylum Act initiated the government's policy of dispersing asylum seekers around the country in order to reduce pressure on accommodation and support services in London and the South East. For many UK cities, as in Nottingham, this has added a new dimension to the existing ethnic mix. Nottingham has well-established populations of South Asian and African Caribbean immigrants, and more recent groups of settled Vietnamese and Bosnian refugees. However, the arrival of asylum seekers from an estimated 70 countries speaking over 30 different languages is a new experience for the City.

In Nottingham there are currently approximately 1700 people supported by the National Asylum Support Service (NASS). The city has the eighth highest number of asylum seekers received under the dispersal scheme. Decisions about who is dispersed and to where are made by NASS. Asylum seekers are given no choice about this. Housing is allocated before their arrival and accommodation providers are notified of this by NASS so that they can meet the new arrivals, take them to their accommodation and provide some basic information about the accommodation, the neighbourhood and local support services. Support for daily living is provided by NASS at 70% of income support levels. Until recently this was in the form of vouchers plus a small cash allowance.

The majority of refugees and asylum seekers in Nottingham come from Iran, Kurdistan (Iraqi and Turkish) and Afghanistan. There is also a significant group of ethnic Albanians from Kosova. In addition, there are a growing number of nationality groups from Africa. At present, about 70% of asylum seekers are single men. There are over 400 school-age children, here with their families, as well as many pre-school children, some of whom have been born here.

The NNRF is transparent in its aims to promote the well-being of refugees and to give a voice to people seeking asylum in Nottingham. However, we have made every effort to represent asylum seekers' words exactly as spoken. We leave the reader to draw his or her own conclusions as to the validity of the findings of this study.

The sample

The 69 asylum seekers interviewed for the initial study represent a convenience sample based on the 'snow-balling' technique. We tried to balance the sample in order to include people housed by different landlords, single people and families. Capital Accommodation until recently housed by far the greatest number of asylum seekers in Nottingham, although this situation is now changing. Numbers surveyed in 21st Century and Refugee Housing Association do not adequately reflect their share. There are two other providers supplying accommodation under the NASS scheme but they currently house only a small number of asylum seekers and we did not therefore include them in this survey.

The questionnaire was printed in English and was verbally translated in interview when necessary. A number of interviewers were recruited, all volunteers with the NNRF. Interviews took place in March 2002, usually at the interviewee's own home but sometimes at the 118 Centre on Mansfield Road or another convenient venue.

15 of the respondents were here with their families and 54 were here alone. Some basic demographic information is given below.

FAMILIES

Country of origin

Iraq/Iraqi Kurdistan: 2

Turkey (Kurdistan): 6

Iran/ Iranian Kurdistan: 5

Yemen: 1

Belarus: 1

NB It is not always clear when Iran or Iraq is mentioned, whether or not this means Kurdistan, so for the purposes of this analysis, the totals for Iran and Iranian Kurdistan and Iraq and Iraqi Kurdistan have been given.

Religion

Muslim: 9
Allevi: 2
Christian: 1
None or none stated: 3

Age of 1st applicant

20-29: 1
30-39: 5
40-49: 8
Not stated: 1

SINGLE PEOPLE**Country of origin**

Iraq/Iraqi Kurdistan: 27
Iran/Iranian Kurdistan: 10
Albania: 1
Palestine: 1
Turkey/Turkish Kurdistan: 2
Chad: 1
Algeria: 1
Sudan: 2
Somalia: 1
Africa (country not stated): 1
Ivory Coast: 1
Uganda: 2
Congo: 1
Lebanon: 1
Russia: 1
Country not stated: 1

Religion

Muslim: 36
Christian: 7
Humanist: 1
Zoroastrian: 1
None/not stated: 9

Age

<20: 4
20-29: 28
30-39: 17
40-49: 2
50-60: 2
Not stated: 1

The follow-up sample

16 people were interviewed again in the summer of 2002. All 16 were housed by Capital Accommodation.

In April 2002, a meeting was held between members of the management committee of Nottingham and Nottinghamshire Refugee Forum and the regional manager and local office manager of Capital Accommodation. The meeting was convened as a result of complaints by a number of individuals about harassment and oppressive behaviour by Capital Accommodation staff. Promises were made by Capital Accommodation about improved staff training and procedures.

As a result of this meeting, publication of the survey material was delayed, in order to see if improvements were made. A short follow-up survey was carried out over the summer of asylum seekers in Capital Accommodation houses only. (See Appendix 3).

3. The Household

3.1. Single asylum seekers in multi-occupancy accommodation

75% (52) of respondents are accommodated in this way. 43 by Capital Accommodation and 8 by 21st Century. One did not know his provider. 58% (30) have their own rooms; the remaining 42% (22) have to share a room.

All were in self-catering accommodation.

3.1.1. Shared rooms

None of the 22 in shared occupancy who shared a room did so by choice, despite the Home Office contract, 13.2.1, which states that "... each service user shall have exclusive use of a room ... service users should only share in an appropriately sized furnished double/triple room through choice." 21 of the 22 in shared rooms were housed by Capital Accommodation, and the remaining one by 21st Century. Most were distressed by the lack of privacy and overcrowding this caused, and complaints of this nature were heard again and again. Arguments between room mates were mentioned seven times (by 32% of those sharing through no choice of their own), and health problems, no trust between room mates and lack of privacy were also common problems. Language problems, noise, difficulty in studying, and problems caused by the room being too small also affected residents.

Respondents often had to share with someone of a different religion or who spoke a different language, causing misunderstandings, distrust and arguments. When they were asked whether or not the accommodation was suitable to their needs, 16% (11, half of all room sharers) stated room sharing as the reason it was not. Insecurity was cited by 6% (4), overcrowding by 15% (10) and no privacy by 10% (7). These are all problems exacerbated by room sharing.

Some comments made on room sharing include:

- It affects my study. Privacy. My freedom.
- It causes arguments. Also if somebody is ill, everyone gets it. Snoring.
- Arguments sometimes. I am sharing my room with someone who speaks a different language.
- Arguments. Illness is a problem.
- Room is too small to share & too cold because I do not have access to the heater. Also, no drawers to keep my things.
- No privacy, room is small
- Had problems in the past and usually argue with him.
- It's a problem because I don't know them. I don't trust them.
- I don't feel comfortable to live with someone else.
- Many days problem because we have different idea
- Do not feel comfortable, and no privacy.
- I have a problem, but what can I do!
- If one person wants to listen to music and other do not - no choice.
- I am forced to share my room with people of different ideologies / beliefs.
- Because I have no privacy. I have to share a room with someone I don't know.

3.2. Families

25% (17) of respondents are living with members of their own families. Each of these families contained, on average 2 children and 2 adults.

8 families were accommodated by Capital Accommodation, 1 by 21st Century, and 8 by Refugee Housing.

3.3. Suitability of accommodation

When asked whether or not the accommodation was suitable to their needs, 36% (25) replied "yes", 61% (42) replied "no" and 2 gave no reply. This is clearly a cause for concern.

Amongst the different accommodation providers, the figures were as follows:

	<u>Suitable</u>	<u>Unsuitable</u>	<u>% Unsuitable</u>
Capital Accommodation:	16	34	67%
21 st Century:	4	5	56%
Refugee Housing:	4	3	38%
Don't know provider:	1		0

Most respondents found their accommodation unsuitable, and this is particularly marked amongst those allocated to Capital Accommodation, where two thirds found it unsuitable. Those in Refugee Housing Association accommodation were the most satisfied.

Some reasons for verdicts of unsuitability were given:

- Everything is dirty and old and most machines are not working
- No privacy
- The living room was very small and all the furniture was old, and no hot water for 4 months, heater not working.
- When I asked them to fix or bring something, they never respond or do it.
- No shower
- Noisy. No shower. No heater. Neighbour noisy. In front of factory and garage. I have allergy to bath and sheet.
- Because we share everything - bathroom, kitchen, living room, utensils, fridge, washing machine.
- Very old house. No security. No shower working 3 months ago, fridge broken. Top room very cold.
- Because I have no privacy. I have to share a room with someone I don't know.
- For a lot of reasons they are not suitable. My friends they share the rooms so they are suffering.
- Washing machine repaired after 3 months. Heating - 2 months.
- Because we have to share
- They don't care about our needs, e.g. if the heating system doesn't work they will not fix it, and that's happened 6 months without heating in one of the rooms. 5 people in such house is not possible and not comfortable. The bathroom is leaking. The fridge is not working properly. We have got nasty insects in house. We asked for some treatment for it, but no answer.
- Because it's a very dirty and old house.
- Alarm broken, don't know how to work heating so very cold at night.
- There was not enough furniture in the accommodation
- 2 people live in 1 room
- The house hasn't got good conditions such as bathroom, kitchen.
- There are not enough facilities in the accommodation.

- Because there are 9 people sharing the house facilities and also problems with neighbours.
- My room is for a child, not for me 22 years old. It is very small and five people in one house living, it is very difficult.
- Basic needs are missing.
- The stairs are very narrow & steep, is not suitable for F.
- I say yes, but this area is very dangerous. Someone always knocks at our door loudly and frightens my children.
- Crowded, lack of privacy.
- Overcrowding. Bring new residents in without warning. I do not understand the agreement so I have not signed it. No lights in room.
- It's too small and looks like a toilet.
- Overcrowded. Lack of privacy, own space.

Broken down into main complaints, these are as follows:

	<i>Capital Accommodation</i>	<i>21st Century</i>	<i>Refugee Housing</i>	<i>Don't know provider</i>	<i>All providers</i>
Sharing	11	0	0	0	11
Broken equipment	7	1	0	0	8
Old and/or dirty	4	4	0	0	8
No privacy	7	0	0	0	7
Cold	4	0	0	0	4
Problems ignored	3	0	0	0	3
Essential fittings / equipment missing	5	2	1	0	8
Noisy	1	0	1	0	2
Bad neighbourhood / problems with neighbours	3	0	0	0	3
Insecure / unsafe	2	1	1	0	4
Overcrowding / space too small	10	0	0	0	10
Totals	57	8	3	0	68

Again, it can be seen that sharing is a major cause for concern, followed closely by overcrowding and lack of space. Many places were also found to be old and dirty, with essential fittings or equipment either missing or broken. Once again, Capital Accommodation comes off worst amongst the accommodation providers.

These problems show a frequent disregard by accommodation providers of paragraphs 12.1.1 and 12.1.2 (property requirements and facility requirements) of the Home Office contract. Some respondents found their accommodation suitable. Amongst those who did not (42), there were 68 major areas of complaint.

4. Arrival

4.1. Interpretation

When they first arrived at their allocated addresses, most respondents were confused and could not understand any directions they were given. 81% (56) were not provided with an interpreter, which caused difficulties in understanding the contract as well as any other instructions. They were generally not given time to study the contract even if they could understand it.

In answer to the question, "When you arrived in Nottingham and were taken to the house, did your accommodation provider bring an interpreter?", respondents gave the following answers:

	<i>Capital Accommodation</i>		<i>21st Century</i>		<i>Refugee Housing</i>		<i>Unknown</i>	<i>All service users</i>	
Yes	4	7.8%	1	11.1%	6	75.0%	0	11	15.9%
No	45	88.2%	8	88.9%	2	25.0%	1	56	81.2%
N/A	2	3.9%	0	0.0%	0	0.0%	0	2	2.9%

Both Capital Accommodation and 21st Century failed the terms of the Home Office contract (paragraph 5.1) by a large margin. Asylum seekers cannot be expected to understand instructions and contracts in a language they have not yet learned. Only one third (22) of respondents claim to have understood what they were told.

4.2. Information and Instructions

Many were also given no explanations of how to use facilities in the house, even disregarding the language problem. In answer to the question, "Did they explain to you how things in the house worked, for example, the heating, the cooker, the hot water?", over half answered "No". These included 67% (34) of Capital Accommodation's service users.

Additionally, and dangerously, 78% (54) of all respondents were not told properly what to do in the event of fire. There should be adequate notices capable of being understood by asylum seekers who do not read English, setting out the action to be taken in the event of fire, and identifying all emergency exits. When asked, "Was it explained to you what you should do if there was a fire?", some of the responses were:

- Yes (dial 999)
- Yes - just to go out
- Yes - without interpreter

Clearly, the issue of fire safety was not taken sufficiently seriously by all accommodation providers.

Home Office contract (4.8) states, "The Provider will ensure that all necessary safety and operating instructions for any equipment used by the Service User are explained to them on their arrival at the Premises."

51% (35) were shown how to find the shops where they could use their vouchers. 45% (31) were shown properly how to find a doctor. Both these requirements are in the Home Office contract (paragraph 5.4). [Since the interviews were conducted, the use of vouchers has been discontinued and asylum seekers now receive cash.]

4.3. Timing

When these things were explained to respondents, it was generally on arrival. However, many responded that they had never been explained at all. The following table detailing replies to "When were all these things explained to you?"

	<i>Capital Accommodation</i>		<i>21st Century</i>		<i>Refugee Housing</i>		<i>Unknown</i>	<i>All service users</i>	
On arrival	11	21.6%	1	11.1%	3	37.5%	1	16	23.2%
In the first week	0	0.0%	1	11.1%	1	12.5%	0	2	2.9%
More than a week after arrival	2	3.9%	0	0.0%	1	12.5%	0	3	4.3%
N/A / never	32	62.7%	4	44.4%	2	25.0%	0	38	55.1%
No reply	6	11.8%	3	33.3%	1	12.5%	0	10	14.5%

5. The occupancy agreement

5.1. Understanding

As well as not being provided with interpreters on arrival (see 4.1.), respondents frequently could not understand their occupancy agreements (referred to in the survey questionnaire as *contract*). In reply to the question: "Were you given the contract in a language you understood?", the following replies were received:

	<i>Capital Accommodation</i>		<i>21st Century</i>		<i>Refugee Housing</i>		<i>Unknown</i>	<i>All service users</i>	
Yes	8	15.7%	0	0.0%	4	50.0%	0	12	17.4%
No	40	78.4%	9	100.0%	4	50.0%	1	54	78.3%
N/A	3	5.9%	0	0.0%	0	0.0%	0	3	4.3%

Over three-quarters of respondents were not given their occupancy agreement in a language they understood. Paragraph 5.3 of the Home Office contract states: "... the Service User should be provided with written material, in the appropriate language, which explains the provider's services, obligations, complaints procedure ..."

Only 16% of all users (8% in the case of Capital Accommodation) were given sufficient time to read their occupancy agreements before signing. 25% stated that this question was not applicable to them, presumably because they could not understand the agreement however long they had, so even if they could understand the language, there was a further obstacle to understanding the agreement.

5.2. Changes to occupancy agreements

18 service users (15 from Capital Accommodation, 3 from 21st Century) had changes made to their occupancy agreements since they arrived. 9 did not know whether changes had been made. These changes were generally not explained to the respondents. Figures are as follows:

	<i>Capital Accommodation</i>		<i>21st Century</i>		<i>All service users</i>	
Have any changes been made to your contract since you arrived?						
Yes	15	29.4%	3	33.3%	18	26.1%
No	26	51.0%	6	66.7%	41	59.4%
Don't know	9	17.6%	0	0.0%	9	13.0%
If yes, were these explained to you?						
Yes	0	0.0%	2	22.2%	2	2.9%
No	14	27.5%	1	11.1%	15	21.7%
No answer	1	2.0%	0	0.0%	1	1.4%
N/A	36	70.6%	6	66.7%	51	73.9%

Refugee Housing did not make changes to occupancy agreements.

5.3. Occupancy agreement terms

Respondents were asked whether their agreements forbid them to have visitors in their houses after 11 in the evening. 48% (33) answered yes, whilst another 23% (16) did not know or gave no answer. Therefore only 29% (20) were sure they did not have this clause in their agreements. Refugee Housing appeared to be the least restrictive provider in this respect.

Respondents were also asked whether their occupancy agreements forbid alcohol in their houses. 48% (33) said they did, while 30% (21) did not know or gave no answer. Therefore only 22% (15) were sure they did not have this clause in their agreements. Refugee Housing was also the least restrictive provider in this respect.

Both these clauses impose considerable restrictions on the lives of asylum seekers and would appear simply to add to the likelihood of intrusion by accommodation providers. Landlords are of course entitled to protect their property but any problems which might arise as a result of late visitors or alcohol use could be managed by general prohibitions on damage to property or noise late at night.

6. Rights

According to the Home Office contract, service users have particular rights.

For example, paragraph 7 gives the right to independent representation, as follows: "The Provider will ensure that service users are aware of their option to be advised by and/or accompanied by a person of the service user's choice in discussions with the provider." When asked, "Did the accommodation provider explain that you can be accompanied by someone of your choice in any formal discussion with them?", however, only 6% (4) answered "yes" and 84% (58) answered "no". This is a clear violation of the contract.

We have already seen (4.1) that interpreters were rarely provided on arrival. This remains the situation throughout the stay of the respondents in their accommodation. Only 15% (10) stated that an interpreter was provided whenever the accommodation provider wanted to tell them something. Capital Accommodation were the least likely to do so, whilst Refugee Housing did provide interpreters for all 8 service users questioned. (Refugee Housing were also the best at providing interpreters on arrival.)

The Home Office contract deals with complaints procedures (paragraph 8). If resolution is not possible at the informal stage, then the provider should assist the service user in contacting the nearest One Stop Service. However, only 28% (19) of respondents could answer "yes" to the question: "Have they explained to you whom you should contact if you have a complaint against them?"

7. Health

Paragraphs 3.1, 3.2, 4.9 of the Home Office contract deal with medical needs. Asylum seekers have often experienced ill treatment, including physical or mental torture. It is possible that many will require medical help. Our sample was asked whether they had a disability or health problem which has caused difficulties in the house, and, if so, whether the accommodation provider has helped. Responses were as follows:

	<i>Capital Accommodation</i>		<i>21st Century</i>		<i>Refugee Housing</i>		<i>Unknown</i>	<i>All service users</i>	
Do you have any disability or health problem that has caused a problem for you in the house?									
Yes	12	23.5%	1	11.1%	4	50.0%	0	17	24.6%
No	34	66.7%	6	66.7%	3	37.5%	1	44	63.8%
No answer	5	9.8%	2	22.2%	1	12.5%	0	8	11.6%
If yes, has the accommodation provider done anything to help?									
Yes	0	0.0%	1	11.1%	0	0.0%	0	1	1.4%
No	11	21.6%	0	0.0%	2	25.0%	0	13	18.8%
Not been informed	0	0.0%	0	0.0%	1	12.5%	0	1	1.4%
No answer	1	2.0%	0	0.0%	1	12.5%	0	2	2.9%
N/A	39	76.5%	8	88.9%	4	50.0%	1	52	75.4%

A quarter of all respondents reported a health problem or disability, yet the accommodation provider had only helped in 1 case, and had definitely not helped in 13 cases. Once again, Capital Accommodation was the least likely to have helped in this respect.

Feedback given by respondents includes:

- I have got health problems (with my foot) and washing clothes is making it worse.
- My wife has got health problems, so she cannot stand for a long time and wash clothes. We had some problems with washing machine. C.A. took it, and they said that they are going to fix it and bring it in two weeks. Although I fixed the main problem, so it started working. They took it by force and asked us to complain to Refugee Action.
- The house isn't good condition to live in health.
- I am sick. I need to house in single room.
- I've had an operation & cannot go up stairs on second floor.

8. Furniture and equipment

Paragraph 12 of the Home Office contract deals with property requirements. Premises must be furnished and fitted-out to a reasonable standard; there must be adequate kitchen facilities (a list is included); there must be beds with bedding and clothes storage; there must be enough easy chairs and lockable cupboards. Actual standards appear to fall far short of these requirements.

8.1. Condition and cleanliness

When they moved in, just over half (37) of respondents found their accommodation to be generally clean and in good condition. By accommodation providers, this breaks down as follows:

	<i>Capital Accommodation</i>		<i>21st Century</i>		<i>Refugee Housing</i>		<i>Unknown</i>	<i>All service users</i>	
When you moved in, was the house generally clean and in good condition?									
<i>Yes</i>	27	52.9%	3	33.3%	6	75.0%	1	37	53.6%
<i>No</i>	23	45.1%	6	66.7%	2	25.0%	0	31	44.9%
<i>N/A / no answer</i>	1	2.0%	0	0.0%	0	0.0%	0	1	1.4%

21st Century's accommodation was the least satisfactory, whilst that of Refugee Housing was the most.

The sample was also asked, "Was all the electrical equipment and wiring safe and in order?" 78% (54) said it was, 17% (12) said it was not, and the remaining 3 either said it was partially or did not reply. 11 of those 12 who felt it was not safe were living in Capital Accommodation housing.

8.2. Facilities provided

Listed above are some of the facilities which should be available to asylum seekers. The survey asked them whether they had had to buy any essential equipment. 68% (47) said that they had. The equipment which they considered essential is not always the same as that which is considered essential by the Home Office and listed in the contract, however, it was considered to be so by the respondents.

The equipment they bought is listed as follows:

	<i>Capital Accommodation</i>	<i>21st Century</i>	<i>Refugee Housing</i>	<i>Unknown</i>	<i>All service users</i>
Cutlery	21	2	2	0	25
Crockery	22	1	2	0	25
Kitchen equipment (small, e.g. pans)	14	2	5	0	21
Kitchen equipment (electrical, e.g. washing machine)	9	11	0	0	20
Bedding / towels	7	0	1	0	8
Furniture	2	6	0	0	8
Light bulbs	8	0	0	0	8
Disposables	5	0	0	0	5
Safety equipment	0	1	0	0	1
Baby / child necessities	1	0	0	0	1
TV, video, microwave	9	3	0	0	12
Other	6	0	1	0	7

Cutlery, crockery, cookware, utensils, bedding, towels etc should all be provided. The contract does not mention washing machines or televisions.

Washing machines may not at first sight appear to be necessities but they are extremely important to asylum seekers. Launderettes are expensive and asylum seekers receive only a very small amount of cash each week.

Televisions are not listed. However, many respondents made a special plea for televisions, as these both helped them to learn English, and kept boredom and depression at bay during long days of enforced idleness. If televisions had a satellite connection, they could also be used to maintain links with home. One user said, "I want to say that as we are asylum seeker, they must provide us some essential thing for the house, e.g. TV because TV is important for learning. Also we need TV licence. I bought my TV and TV licence from my own money, they didn't help me." Another said, "I think that Capital Accommodation should provide all refugees with TV, because it is very difficult to live without TV."

The sample was also asked about repairs and replacements of faulty items. Respondents claimed that in many instances faulty items were not replaced or repaired. Of course, there were also cases where nothing required replacing or repairing. If a service user answered "no" to the first question, that could be either because nothing needed replacing or repairing, or because the necessary work was never carried out. Nonetheless, in a number of cases, it appears that damaged items were either not replaced at all or there was a considerable delay in doing so. This problem occurred mainly with Capital Accommodation.

The following answers were given:

	<i>Capital Accommodation</i>		<i>21st Century</i>		<i>Refugee Housing</i>		<i>Unknown</i>	<i>All service users</i>	
Did your accommodation providers repair or replace anything that is damaged?									
Yes	26	51.0%	6	66.7%	4	50.0%	0	36	52.2%
No	17	33.3%	3	33.3%	3	37.5%	0	23	33.3%
Sometimes	3	5.9%	0	0.0%	0	0.0%	0	3	4.3%
N/A / no answer	5	9.8%	0	0.0%	1	12.5%	1	7	10.1%
If yes, how long did this take?									
One week or less	12	23.5%	3	33.3%	0	0.0%	0	15	21.7%
One - two weeks	6	11.8%	0	0.0%	1	12.5%	0	7	10.1%
Two weeks - one month	2	3.9%	1	11.1%	1	12.5%	0	4	5.8%
Over one month	7	13.7%	0	0.0%	1	12.5%	0	8	11.6%
Things taken away and not replaced	6	11.8%	0	0.0%	0	0.0%	0	6	8.7%
N/A	18	35.3%	5	55.6%	5	62.5%	1	29	42.0%

9. Children

Families with children were divided amongst the various accommodation providers as follows:

	<i>Capital Accommodation</i>	<i>21st Century</i>	<i>Refugee Housing</i>	<i>Unknown</i>	<i>All service users</i>
Adults	15	2	18	0	35
Children	17	3	15	0	35
Families	8	1	8	0	17

9.1. Schooling and health visitors

The Home Office contract (paragraphs 4.9 and 4.10) states that the provider will facilitate registration of service users with the Health Visiting Service (where appropriate) and advise families on local schooling facilities, including advising in case of difficulty in registering for a school.

Most respondents with school age children were not advised about schooling, and half of those with children aged under five were not advised about the Health Visiting Service. Capital Accommodation was the least likely to give such advice.

9.2. Facilities for children

Where there are children, the contract states that adequate cot and high chair facilities, child safety gates and sterilisation equipment should be provided, as appropriate to the age of the children (paragraph 12.1.4). The sample provided the following information:

	<i>Capital Accommodation</i>	<i>21st Century</i>	<i>Refugee Housing</i>	<i>All service users</i>
If you have small children, were you provided with a cot and a highchair?				
Yes	2	0	2	4
No	3	0	2	5
If you have a baby, were you provided with sterilising equipment?				
Yes	1	0	0	1
No	2	0	3	5

There were only a small number of very young children in our sample, but they appeared to be inadequately supplied with baby furniture and particularly poorly served with sterilising equipment.

10. The accommodation provider

The Home Office contract (in particular sections 5 and 6) imposes certain requirements on the relationship between accommodation provider and service user. Not all problems experienced by respondents related to the condition of their premises; they were also often unhappy at their treatment by providers.

10.1. Signing on

Different accommodation providers required users to sign on at different intervals, as follows:

	<i>Capital Accommodation</i>		<i>21st Century</i>		<i>Refugee Housing</i>		<i>Unknown</i>	<i>All service users</i>	
How often do you have to sign on with your accommodation provider?									
Once a week	46	90.2%	9	100.0%	0	0.0%	1	81.2%	56
Less frequently than once a month	1	2.0%	0	0.0%	0	0.0%	0	1.4%	1
Never	2	3.9%	0	0.0%	6	75.0%	0	11.6%	8
No answer	2	3.9%	0	0.0%	2	25.0%	0	5.8%	4
Do they make allowances for any particular or unusual circumstances, e.g. illness?									
Yes	11	21.6%	4	44.4%	0	0.0%	0	21.7%	15
No	34	66.7%	3	33.3%	3	37.5%	1	59.4%	41
Don't know / No answer	3	5.9%	1	11.1%	0	0.0%	0	5.8%	4
N/A / no answer	3	5.9%	1	11.1%	5	62.5%	0	13.0%	9

Weekly signing was by far the most frequent, but some users were never required to sign on. 21st Century was the most consistent in requiring weekly signing. Inflexibility over times was sometimes a cause for distress, as most service users were not allowed to change their signing times for any reasons. Capital Accommodation was the most inflexible.

Some comments received in answer to this question include:

- If ill, they want me to take a doctor's certificate there.
- I have never had a problem for not going on Monday.
- If you are ill, you must bring a doctor's note.
- If you miss weeks they get voucher stopped.
- They said, if you don't come to sign with your accommodation provider, we'll move you.
- They make us sign when we have to attend college to learn English. I am busy all day Tuesday but they won't allow me to sign the day before or after.
- Arrangement is flexible.
- Signing on weekly is a problem - have to go to Carlton Road (*college*) on Monday.
- Signing on Monday is a real problem, due to college - they're inflexible about this. It's many miles away.
- The signing at the accommodation provider is so regular, sometimes they give no allowances for sickness.
- Signing on every Monday is a real problem - it's far to Capital and they insist it has to be Monday.

10.2. Visits from accommodation providers

Paragraph 12.1.1 in the Home Office contract states, "The Provider or its Agents will carry out checks at regular intervals and not less than monthly through the period of occupation . . . to identify any

necessary repairs or maintenance or any housing management problems . . . These checks will be carried out sensitively taking account of the need for privacy. “

The following questions were asked, and answers received:

	<i>Capital Accommodation</i>		<i>21st Century</i>		<i>Refugee Housing</i>		<i>Unknown</i>	<i>All service users</i>	
How often do staff from your accommodation provider visit your house?									
More than once a week	11	21.6%	0	0.0%	2	25.0%	0	18.8%	13
Once a week	33	64.7%	1	11.1%	0	0.0%	0	49.3%	34
Less than once a week but at least once a month	2	3.9%	3	33.3%	1	12.5%	0	8.7%	6
Less frequently than once a month	0	0.0%	1	11.1%	0	0.0%	0	1.4%	1
Randomly	3	5.9%	0	0.0%	2	25.0%	0	7.2%	5
Never	0	0.0%	2	22.2%	2	25.0%	1	7.2%	5
No answer	2	3.9%	2	22.2%	1	12.5%	0	7.2%	5
Has your accommodation provider given you a regular "designated time" when they will visit your house?									
Yes	2	3.9%	1	11.1%	2	25.0%	0	7.2%	5
No	48	94.1%	7	77.8%	5	62.5%	1	88.4%	61
N/A	0	0.0%	1	11.1%	1	12.5%	0	2.9%	2
No answer	1	2.0%	0	0.0%	0	0.0%	0	1.4%	1
Does your accommodation provider give you notice that someone will be visiting your house?									
Yes	2	3.9%	4	44.4%	4	50.0%	1	15.9%	11
No	48	94.1%	5	55.6%	3	37.5%	0	81.2%	56
N/A	0	0.0%	0	0.0%	1	12.5%	0	1.4%	1
No answer	1	2.0%	0	0.0%	0	0.0%	0	1.4%	1

It was found that some users never received visits, or received them rarely or irregularly. However, the majority (68%, 47) received visits weekly or more frequently. As most users were given neither notice of an impending visit nor a regular designated time for a visit, many experienced these visits as harassment and invasion of privacy, rather than for their benefit. This is evidenced by some comments received:

- They come whenever they want.
- Sometimes 4 times a week.
- Said every Tuesday but came Friday
- When they visit, they criticize e.g. things not being cleaned - they never help, e.g. replace things that are damaged.
- They come in your room without knocking. I am sometimes asleep. This includes any contractors who come to fix something or change something.
- Capital (and electrician) let themselves in, they come in when I'm in the bath. They just come in. Not allowed to lock the door.
- They come in your room without knocking when you are asleep.
- Sometimes 3 of them come in when I am asleep. Some knock on my door and others don't.
- Accommodation providers have key for house & room & come in if no-one answers - man or woman - it varies. It's not own house - people come in when I sleep.
- Capital has keys to the house and come in if you're asleep into the rooms - it feels an invasion of my privacy.

Most of these comments pertain to Capital Accommodation, which appears to be the least likely to respect privacy and dignity.

10.3. General attitudes of accommodation providers

Respondents were asked whether the staff of the accommodation provider were helpful and polite. This was a difficult question, as some respondents could not give a yes/no answer. Sometimes, some of the staff were helpful and polite, whilst others were rude and unhelpful. Sometimes, staff were helpful and polite only some of the time. Sometimes, staff were helpful but not polite, or vice versa.

The following table attempts to break these answers down into the main categories: (The question asked was: Are the staff of the accommodation provider helpful and polite?)

	<i>Capital Accommodation</i>		<i>21st Century</i>		<i>Refugee Housing</i>		<i>Unknown</i>	<i>All service users</i>	
Yes	13	25.5%	6	66.7%	6	75.0%	1	37.7%	26
No	24	47.1%	3	33.3%	1	12.5%	0	40.6%	28
Helpful OR polite	2	3.9%	0	0.0%	0	0.0%	0	2.9%	2
Sometimes / Some of them	7	13.7%	0	0.0%	0	0.0%	0	10.1%	7
N/A / No answer	5	9.8%	0	0.0%	1	12.5%	0	8.7%	6

Only just over a third of users felt that staff were both helpful and polite. Respondents added some heartfelt comments of their own:

- Not at all
- They say you can sleep in the street if you don't sign on for other thing.
- No, but not all of them
- Peter is very impolite
- Not helpful, but polite
- Until 6 months ago, never. Recently more polite.
- Peter is not good. The rest are good.
- They talk politely but do **not** help

Additionally, when asked about whether they were threatened ("Have they ever threatened you that they will have you transferred to another city or that you will be deported?"), 38% (26) replied "yes". (The largest percentage was from Capital Accommodation.) This is a shocking level of threat.

One user from Capital Accommodation reported: "When I first arrived, I was not happy with the accommodation, and when I told the accommodation providers, they replied, "Go back to London" and took myself and others to the railway station."

Unfortunately, too many service users experienced harassment, invasion of privacy and threats.

11. Analysis by accommodation provider

11.1. Capital Accommodation

Capital Accommodation housed 51 people of our sample: 43 single people and 8 family members. They were, until recently, by far the largest provider of housing for asylum seekers in Nottingham. For single people the average household size was 7.1 members. The average family size was 1.9 adults and 2.1 children.

Of the 43 single people questioned, 22 (half) had their own rooms, and 21 shared, but not through choice.

16 of the 51 respondents felt that the accommodation was suitable for their needs; 34 felt that it was not suitable. Reasons for unsuitability included:

- Everything is dirty and old and most machines are not working
- No privacy
- The living room was very small and all the furniture was old, and no hot water for 4 months, heater not working.
- When I asked them to fix or bring something, they never respond or do it.
- Noisy. No shower. No heater. Neighbour noisy. In front of factory and garage. I have allergy to bath and sheet.
- Because we share everything - bathroom, kitchen, living room, utensils, fridge, washing machine.
- Very old house. No security. No shower working 3 months ago, fridge broken. Top room very cold.
- Because I have no privacy. I have to share a room with someone I don't know.
- For a lot of reasons they are not suitable. My friends they share the rooms so they are suffering.
- Washing machine repaired after 3 months. Heating - 2 months.
- Because we have to share.
- They don't care about our needs, e.g. if the heating system doesn't work they will not fix it
- The numbers of problems we have in this house.
- 5 people in such house is not possible or comfortable. Bathroom leaking. Fridge not working properly. Nasty insects. We asked for treatment for it, but no answer.
- Alarm broken, don't know how to work heating so very cold at night.
- There was not enough furniture in the accommodation.
- The house hasn't got good conditions such as bathroom, kitchen.
- Because there are 9 people sharing the house facilities and also problems with neighbours.
- My room is for a child, not for me 22 years old. It is very small and five people in one house living, it is very difficult.
- Basic needs are missing.
- This area is very dangerous. Someone always knocks at our door loudly and frightens my children.
- Crowded, lack of privacy.
- Overcrowding. Bring new residents in without warning. I do not understand the agreement so I have not signed it. No lights in room.
- It's too small and looks like a toilet.

Some complaints were repeated by many respondents. Sharing was mentioned 11 times; overcrowding/small space 10 times; no privacy 7 times; broken equipment 7 times; essential fittings / equipment missing 5 times; old and/or dirty 4 times; cold 4 times; problems ignored 3 times and bad neighbourhood / problems with neighbours 3 times. Only 3 respondents said that the accommodation provider had done something about these problems.

On arrival, only 4 service users were provided with interpreters. 16 had it explained to them how things in the house worked, for example, the heating, the cooker, the hot water. Only 7 (13.7%) were told what to do in event of fire. 22 were shown where they could spend their vouchers. 20 were shown properly how to find a doctor.

5 families were not informed about schools, and 5 were not told how to make contact with a health visitor.

11 people understood these instructions. 8 could not understand the language of the contract. 15 had changes made to their contract since arrival, and of these, none had the changes explained to them.

25 said their contracts forbade them to have visitors in their houses after 11 in the evening. 26 said their contracts forbade them to have alcohol in the house.

Only 2 people could answer "yes" to "Did the accommodation provider explain that you can be accompanied by someone of your choice in any formal discussion with them?" 1 person also said that an interpreter was provided whenever they want to tell them something. 10 people had it explained to them to whom they should contact if they have a complaint against the providers, 39 did not.

12 people had a disability or health problem, and none of these had been helped by Capital Accommodation.

27 found the house generally clean and in good condition when they moved in, 23 did not. 37 found all the electrical equipment and wiring safe and in order. 37 had to buy equipment, including: bed sheets, pillows, duvet covers, lightbulbs, hoover bags, washing-up liquid, toilet cleaner, washing machine, bowl, bed for baby, bottle opener, glasses, cups, jugs, plates, sieves, mugs, knives, spoons, forks, dishes, kettles, saucepans, frying pans, , hoover, mirrors, sofa, plastic bags, chairs, cloth, all cleaning materials, 26 said that their accommodation providers repair or replace anything that is damaged, this took a varying amount of time. 6 said that broken things were sometimes taken away and not replaced.

46 had to sign on with Capital Accommodation weekly and 2 never. 11 said that they make allowances for any particular or unusual circumstances, e.g. illness, whilst 34 said they didn't and 6 gave no clear answer. 13 found the staff helpful and polite, while 27 did not. 22 had been threatened with being transferred to another city or deportation. Some who reported threats had described the staff as helpful and polite whilst others did not.

Frequency of visits from Capital Accommodation varied a lot. Most (33) were visited once a week. 2 were given a regular designated time for visits, and 48 said they were not. Only 2 people said their accommodation provider gave them notice that someone would visit their houses.

There are many problems with Capital Accommodation. Their service users appear to feel despair at inadequate housing, overcrowding, lack of facilities, uncaring staff, lack of privacy, harassment and petty rules.

11.2. 21st Century

21st Century accommodated 9 of our sample: 8 single people and 1 family member. For single people, the average household size was 4.6 members. The family member was in a household of 2 adults and 3 children.

Of the eight single people questioned, 7 had their own rooms, and 1 shared, but not through choice. This person felt that sharing caused problems because of: "Emergency vouchers and form stolen by my flatmate. Because of language barrier I faced many problems." However, 7 out of 8 was a large proportion to have their own rooms when compared with the whole sample.

4 of the 9 respondents felt that the accommodation was suitable for their needs; the other 5 felt that it was not suitable. Reasons for unsuitability included:

- Because it's a very dirty and old house.
- It is not clean, not safe.
- There are not enough facilities in the accommodation.

3 respondents said that the accommodation provider had done something about these problems.

On arrival, only 1 service user was provided with an interpreter. 4 had it explained to them how things in the house worked, for example, the heating, the cooker, the hot water. Only 3 (33.3%) were told what to do in event of fire. 6 were shown where they could spend their vouchers. 4 were shown properly how to find a doctor. The family was not informed about schools, but was told how to make contact with a health visitor. 3 people understood these instructions; 1 understood sometimes; and 5 did not understand them. None were given their contract in a language they understood. 3 had changes made to their contract since arrival, and of these, 2 had the changes explained to them. 5 said their contracts forbade them to have visitors in their houses after 11 in the evening. 5 said their contracts forbade them to have alcohol in the house.

Only 1 person could answer "yes" to "Did the accommodation provider explain that you can be accompanied by someone of your choice in any formal discussion with them?" 1 person also said that an interpreter was provided whenever they want to tell them something. 3 people had it explained to them to whom they should contact if they have a complaint against the providers, 6 did not.

1 person had a disability or health problem, and 21st Century had helped with this.

3 found the house generally clean and in good condition when they moved in, 6 did not. 7 had to buy essential equipment, including: iron, fridge, cooker, sofa, table, spoon, plate, pan and knife.

6 said that their accommodation providers repair or replace anything that is damaged, this took a varying amount of time.

All 9 had to sign on with 21st Century weekly. 4 said that they make allowances for any particular or unusual circumstances, e.g. illness, whilst 3 said they didn't and 2 gave no clear answer. 6 found the staff helpful and polite, while 3 did not. 3 reported being threatened with being transferred to another city or deportation. The 3 who reported threats had all described the staff as helpful and polite, so it is not clear whether it was one particular staff member making the threat or if the staff member's intention may have been misunderstood.

Frequency of visits from 21st Century varied a lot. 1 user was visited less frequently than once a month and 2 users were never visited. 1 was given a regular designated time for visits, and 7 (including those who were not visited) said they were not. 4 people said their accommodation provider gave them notice that someone would visit their houses.

The main problems with 21st Century appear to include language difficulties and substandard premises and facilities. It is also disturbing that 3 respondents experienced threats of transferal or deportation.

11.3. Refugee Housing Association

Refugee Housing association accommodated 8 people of our sample: all were with their families. The average family size was 2.3 adults and 1.9 children.

3 of the 8 respondents felt that the accommodation was unsuitable for their needs; 1 gave no answer. Reasons for unsuitability included:

- No shower
- The stairs are very narrow & steep, is not suitable for F.
- Because my accommodation isn't quiet

3 respondents said that the accommodation provider had done something about these problems.

On arrival, 6 respondents were provided with interpreters. All had it explained to them how things in the house worked, for example, the heating, the cooker, the hot water. Only 4 (50%) were told what to do in event of fire. 6 were shown where they could spend their vouchers. 7 were shown how to find a doctor. 3 were not informed about schools and 3 were (it was not relevant to the other 2). 2 were not told how to make contact with a health visitor and 2 were (it was not relevant to the other 3). 7 people understood these instructions and 1 did not understand them. Half were given their contract in a language they understood. None had changes made to their contract since arrival. 3 said their contracts forbade them to have visitors in their houses after 11 in the evening. 2 said their contracts forbade them to have alcohol in the house (3 did not know).

Only 1 person could answer "yes" to "Did the accommodation provider explain that you can be accompanied by someone of your choice in any formal discussion with them?" All 8 said that an interpreter was provided whenever they want to tell them something. 6 people had it explained to them to whom they should contact if they have a complaint against the providers, 2 did not.

4 people had a disability or health problem, but said Refugee Housing had not helped with this, although they had not always been informed of the problem.

6 found the house generally clean and in good condition when they moved in, 2 did not. 7 found all the electrical equipment and wiring safe and in order. 3 had to buy equipment, including: spoon, plate, glass, pan, frying pan, grater, pillow, colander, bottle opener, knife and carpet. 4 said that their accommodation providers repair or replace anything that is damaged, this took a varying amount of time. 2 were not provided with a cot and a highchair they needed, and 3 were not provided with sterilising equipment.

6 said they never had to sign on with Refugee Housing weekly; 2 gave no answer to this question. 6 found the staff helpful and polite, while 1 did not. 1 had been threatened with being transferred to another city or deportation. The respondent who reported threats had described the staff as helpful and polite.

Frequency of visits from Refugee Housing varied a lot. 2 users were visited at random intervals and 2 users were never visited. 2 were given a regular designated time for visits, and said they were not. 4 people said their accommodation provider gave them notice that someone would visit their houses.

Responses regarding the Refugee Housing Association indicate some inconsistency in their treatment of asylum seekers but in general they seem to be doing a good job. It appears that they are meeting most but not all aspects of the Home Office contract.

12. Special concerns raised by service users

As well as giving yes/no answers to multiple choice questions, respondents had some opportunities to comment in their own words. They also sometimes gave added comments to their multiple choice answers. These free responses perhaps give an even clearer insight to the conditions imposed on refugees and asylum seekers than do the statistics. There is much despair. Some comments are given below:

12.1. Capital Accommodation

- My wife has got health problems, so she cannot stand for a long time and wash clothes. We had some problems with washing machine. C.A. took it, and they said that they are going to fix it and bring it in two weeks. Although I fixed the main problem, so it started working. They took it by force and asked us to complain to Refugee Action.
- When they visit, they criticise e.g. things not being cleaned - they never help, e.g. replace things that are damaged. They treat us as if we are nothing. If we want to see them, they make it difficult.
- Re: the shower. They said "You don't have those in your country. Put the plug in the bath & swim." There is no chest of drawers in my room. They said "We are waiting for the Home Office to write to us." There is a washing machine but it hasn't been working for 7 months.
- There is not enough equipment in the kitchen. There is one frying pan for 5 people. There are only 2 cups - and we bought them. The heater in my room did not work for 6 months. Cooker - 2 of the burners don't work. The hot tap in the bathroom has been broken for 3 or 4 months. Everything in the kitchen is old. The plates are rusty - we are not sure if it is healthy. The fridge is too small for 5 people. Some of the armchairs are broken and the sofa is dirty / greasy. They often threaten to complain about me to NASS and the Home Office.
- They come in your room without knocking. I am sometimes asleep. This includes any contractors who come to fix something or change something. We had bought a satellite dish - they took it off and threw it downstairs and took the receiver.
- I share my room with someone who has a different religion and this creates some problems. The carpet in my room is covered in grease and old stains and they have refused to change it. It is difficult to invite friends because of sharing a room. The living room is too small for all of us. Capital said we were not allowed girlfriends here. They make us sign when we have to attend college to learn English. I am busy all day Tuesday but they won't allow me to sign the day before or after. They walk in when we are asleep and naked.
- They disturb us without reasons, and their behaviour is very unfriendly.

- We had a problem with the alarm. It started working and didn't stop. We phoned them. They said that they are coming but they didn't turn up, and we had to disconnect it and now there is no alarm for fire.
- The location of my house is not comfortable since we have problems with drug dealers and fights and even using weapons, and they use fires and want to burn.
- The door needs a lock. Capital (and electrician) let themselves in, they come in when I'm in the bath. They just come in. Not allowed to lock the door. All little boys can open the door!! No stair guard - after 6 months little boy fell downstairs & hurt his head - went to doctor, then got stair gate. No bed for A.
- I want to be done sharing with people because before when we came they promise us to get alone house. I feel I'm not free to use equipment when I want to use them. I'm not comfortable with signing. I have not enough space when I have guests, even to chatter. I have a problem about cleaning and hygiene. I don't know who to complain to if I have a problem.
- Very bad accommodation provider in comparison to the others on the City of Nottingham. The staff put their key through and open without knocking door - or they bang very loud.
- I need a room of my own in order to be free. There is too much tension and disagreement between the person I share with the room. The room is always cold and unwelcoming. I think I deserve to be happy where I stay.
- Till now they didn't give us occupancy agreement and sometimes they come to the house and open the door without knocking while we are sleeping. Also the wall of my room is not good. We have problem with heating system for more than 6 months.
- They enter the house without any notice.
- When we arrived, the sofa was old. We bought a new one and they took it away. There was a Hoover and it disappeared (we think they took it) so we had to buy one. We asked for an interpreter after 3 months and they threatened to deport us. When we said we would complain to the police they said "I'm from the Home Office, I'm from the Police, I'm going to get your vouchers stopped." We bought a bell and they took that. We went to the police and when we came back they put on another bell. They come in your room without knocking when you are asleep. We don't feel comfortable here. We are facing a lot of problems in my country. I left my family - sometimes I feel I am in a state of war here with Capital Accommodation. I think it is also a problem with other people.
- I think the office manager is racist. She is always shouting. We don't report things that need repairing because we don't want them in the house. I am not happy in this house. Sometimes 3 of them come in when I am asleep. Some knock on my door and others don't.
- They are better in the last 6 months. Last year we asked for a pushchair. Capital sent us to Refugee Action who sent us back to Capital. They told us they only give washing machines to single people. I have to sleep on the floor because the springs in the mattress are no good. I have asked them 3 times to change it. When they come, they knock on the front door, but if we are not here they let themselves in.
- I would like to say that: 1) The first day when we came to the house, they were tough with us during exploring the house, and we did not have any right to ask any question; 2) I do remember one day, the one member of the accommodation expose my room while I am sleeping inside without giving me any notice or knocking the door, and he told me that it's just a regular checkup for the rooms!
- Capital Accommodation could be better.
- I do not know how many people come to our house because there are several people always come to house at different times, there are not any timetables. Moreover, people who always come to our house are very impolite and arrogant.
- I want them to knock at the door at least before getting into the house. I feel embarrassed because we have got lots of insects. We haven't got the most essential tools in the kitchen. Our bathroom is leaking and there is no solution till now.
- If I spoke English I would take them to justice for turning off/turning down the heating during winter.
- We are 2 people in one room without our choice.

- The house isn't good condition to live in health. I don't want to go to sign every week. I don't want to share my room with people I don't know.
- I am sick. I need to house in single room.
- I had lots of problems with neighbours, the police aware of it.
- When I first arrived, I was not happy with the accommodation, and when I told the accommodation providers, they replied, "Go back to London" and took myself and others to the railway station.
- The accommodation is in very poor condition and I am not comfortable.
- Accommodation providers have key for house & room & come in if no-one answers - man or woman - it varies. It's not own house - people come in when I sleep. Signing on weekly is a problem - have to go to Carlton Road on Monday. Capital don't supply cleaning materials regularly for the house.
- Signing on Monday is a real problem, due to college - they're inflexible about this. It's many miles away. Capital have keys to the house and come in if you're asleep into the rooms - it feels an invasion of my privacy.
- The signing at the accommodation provider is so regular, sometimes they give no allowances for sickness. Sometimes repairs take place after a long time, for instance fitting of bulbs.
- I'm thankful to the UN and also English government because of their help as well. I'm grateful to the English because they are so kind to me and they seem helpful.
- I would like to live with friends who speak Albanian.
- I'd like to say that most of the furniture is very old and uncomfortable. The bedclothes & towels are hard used. The window frames and walls are always wet and they are leaking.
- We were threatened that if we did not sign the contract we would have our vouchers stopped or be deported. No security for post / mail. Fridge is not large enough for 15 people. Kitchen too small. We have to cook in relays. Same for use of bathroom! No curtains for bedroom- the providers say next week, but they say this every week.
- The house is too crowded, it is not possible to learn English because of the close group of Kurdish speakers. It is wrong for us to be forever sharing rooms.
- Shared fridge / cupboards - sometimes 'special' food is taken by other residents. Can not relax because of loud music of other residents. No security for personal mail. The Home Office should come and see our problems!
- Because I have a problem with my back I turned down 4 properties, but NASS only offered me houses with stairs which are a problem for me. NASS say they do not have any suitable accommodation.

12.2. 21st Century

- They were asked to sign another contract. Said the first one was wrong and tore it up (after one week). The pans were old and we had to buy new ones. They did everything we asked, including putting a carpet on the stairs. One person has a problem with his sight and there were no carpets on the stairs, but when we asked they did this.
- Last year our kitchen ceiling was collapsed and we asked him that's not safe and we told him if is possible to move us but he threatened us and next day he brought someone else with him. He threatened us again if we don't be quiet they will deport us to my country.
- They are very good, polite and friendly.

12.3. Refugee Housing

- Family has sought advice about rehousing and the providers don't have resources to rehouse. Family has been to Housing Department to complain, but they have not had any successful response. Family has experienced problems with disturbance from other members of the community. This has been reported to Housing Dept / police, but very little response.

- If there is a problem about house, they have to go to the housing office and tell the Housing Department. However, overall they are reasonably satisfied with the service.
- The neighbourhood is very noisy and this is not just in the daytime but evening time as well. Family is not satisfied with house location. Family feels that the housing department should take their concerns more seriously.
- We have been harassed by children in the Meadows. One adult addressed us with abusive words. I need help.
- My house needs a smoke alarm

13. Conclusion

This survey does not claim to present a complete picture of the provision of housing for asylum seekers in Nottingham. We are aware that there are examples of good practice and support being offered to asylum seekers over and above the minimum specified in the Home Office contract. It is possible that some of the problems reported may be due to misunderstanding, or perhaps, in some cases, unrealistically high expectations of what can be offered. The report has concentrated on the areas where there are difficulties.

The pattern of responses suggests that the Refugee Housing Association is providing a good service and what problems do exist are relatively infrequent.

21st Century appear to be providing a satisfactory service overall and where difficulties are brought to their attention, it seems that they have attempted to deal with them. They need to do more by way of providing interpreters and translation.

Many of the problems highlighted in this report refer to Capital Accommodation in particular. We are especially concerned that in spite of promises made by the regional manager in April 2002, little appears to have changed. Though it was only possible to re-interview a small group (16) the results indicate only very minor improvements. It seems that staff now knock before entering houses in multiple occupation, but then immediately let themselves into people's rooms without waiting for a response. In all other respects, the situation appears to be as before

The principal areas of concern are:

- Asylum seekers being forced to share rooms without their consent
- The behaviour of some staff members of Capital Accommodation towards asylum seekers, in particular the use of threats and harassment and a lack of respect for privacy and dignity
- Inadequacy of some of the accommodation and the facilities provided
- The length of time taken for some repairs to be made to items not working and in some cases, failure to repair at all
- The absence of interpreters and translated material, in particular, occupancy agreements and important notices
- Frequent failure to advise asylum seekers of their right to complain and how to do so
- Failure to provide adequate advice about access to doctors, health visitors, schools
- Inflexibility regarding arrangements to sign on weekly with the accommodation provider, especially in regard to illness and attendance at English classes
- Inconsistency of signing on arrangements between accommodation providers
- Unscheduled visits by accommodation providers and entry without knocking and waiting for an answer
- The inclusion of clauses in contracts prohibiting alcohol and visitors after 11pm.

Recommendations

There should be regular independent monitoring of accommodation providers and their compliance with the Home Office contract.

There is little point in having a contract unless a way can be found to ensure that regular and effective monitoring takes place. It is proposed that this should be done in conjunction with local agencies working with asylum seekers, for example, local authorities, refugee organisations with a reception role and voluntary organisations. Asylum seekers will only feel free to talk to people whom they do not see as having the power to make decisions about their asylum applications. It is therefore inappropriate for NASS to undertake the monitoring.

Contracts with all accommodation providers should be subject to regular review, and specific changes to their operating procedures and practices should be required where necessary.

Opportunities for the documentation and sharing of good practice should be offered to all accommodation providers.

Occupancy agreements should impose as few restrictions as possible compatible with maintaining the property in a good condition and not disturbing others.

We would suggest that a clear and transparent complaints policy may cover the need to protect the interests of the accommodation provider and the rights of others. The occupancy agreement should contain a general clause about respect for the rights and privacy of other occupants and neighbours, and maintenance of the property in an acceptable condition.

Communication should be improved by ensuring that all occupancy agreements and important notices are translated into the appropriate languages and interpreters are provided when necessary.

We believe that some of the information respondents said they had not been given may have been provided – in English. For example, the 21st Century occupancy agreement gives a telephone number for complaints, but respondents did not always know that this information was available.

Nottingham & Nottinghamshire Refugee Forum

118 Mansfield Road, Nottingham, NG1 3HL. Tel/Fax: 0115 985 9546

Registered charity number 1086962

Housing questionnaire

The Refugee Forum is trying to find out about refugees' experience of living in NASS accommodation. The information we receive will be compiled into a report, which may be sent to the Home Office, Members of Parliament and agencies working with refugees and asylum seekers.

We would like to record your name and address, **only** for use by ourselves to check that we have interviewed as wide a range of people as possible, and that we have not interviewed anyone twice. Your name and address will **not** be included in the report or revealed to anyone else under any circumstances.

Name:

Address:

We are hoping to interview about 100 people, and would like to describe the group as a whole. The following information would be useful:

Your age: years

Sex: Male Female

Where do you come from? Religion (if any)

Are you here alone or with your family?

A. Your house

1. If you are here alone, how many other people are in your household?

..... people

2. Do you have your own room? Yes No

3. If sharing, is this your own choice? Yes No

4. If it is not your choice, has this caused any problems for you?

.....

5. If you are here with your family, how many are you?

..... adults children

6. Who owns the house? (Who is the accommodation provider?)

.....

7. Is the accommodation suitable for your needs? Yes No

8. If not, why not?

.....

.....

9. Has your accommodation provider done anything about these problems? Yes No

B. Your arrival

1. When you arrived in Nottingham and were taken to the house did your accommodation provider bring an interpreter? Yes No

2. Did they explain to you how things in the house worked, for example, the heating, the cooker, the hot water. Yes No

3. Was it explained to you what you should do if there was a fire? Yes No

4. Did you understand what you were told? Yes No

5. Were you shown how to find the shops where you could use your vouchers? Yes No

6. Were you shown how to find a doctor? Yes No

7. If you have children over 5, were you told how to register them for schools? Yes No

8. If you have children under 5, were you told how to make contact with a health visitor? Yes No

9. When were all these things explained to you?
.....

C. Your contract

1. Were you given the contract in a language you understood? Yes No

2. Were you given sufficient time to read it before signing it? Yes No

3. Have any changes been made to your contract since you arrived? Yes No

4. If yes, were these explained to you? Yes No
5. Does your contract forbid you to have visitors in your house after 11 in the evening? Yes No
6. Does your contract forbid alcohol in the house? Yes No

D. Your rights

1. Did the accommodation provider explain that you can be accompanied by someone of your choice in any formal discussion with them? Yes No
2. Do they provide an interpreter whenever they want to tell you something? Yes No
3. Have they explained to you who you should contact if you have a complaint against them? Yes No
4. Do you have any disability or health problem that has caused a problem for you in the house? Yes No
5. If yes, has the accommodation provider done anything to help? Yes No

E. Furniture and equipment

1. When you moved in, was the house generally clean and in good condition? Yes No
2. Have you had to buy any essential equipment? Yes No
3. If so, what?
.....
4. Was all electrical equipment and wiring safe and in order? Yes No
5. If you have small children, were you provided with a cot and a highchair? Yes No
6. If you have a baby, were you provided with sterilising equipment? Yes No
7. If you are required to look after the garden, have you been provided with suitable tools? Yes No
8. Did your accommodation providers repair or replace anything that is damaged? Yes No
9. If yes, how long did this take?

F. Moving

- 1. If for some reason you have had to move to another house, how much notice were you given?
- 2. Was this enough? Yes No

G. The accommodation provider

- 1. How often do you have to sign on with your accommodation provider?
- 2. Do they make allowances for any particular or unusual circumstances eg. illness? Yes No
- 3. Are the staff of the accommodation provider helpful and polite? Yes No
- 4. Have they ever threatened you that they will have you transferred to another city or that you will be deported? Yes No
- 5. How often do staff from your accommodation provider visit your house (eg. Once a week, twice a week, once a month?).....
- 6. Has your accommodation provider given you a regular "designated time" when they will visit your house? (eg, at a particular time every week, fortnight etc.) Yes No
- 7. Does your accommodation provider give you notice that someone will be visiting your house? Yes No

H. Is there anything else that you would like to say?

.....

.....

.....

.....

.....

.....

.....

.....

.....

.....

*** Thank you for taking part in this questionnaire ***

Follow-up housing questionnaire

Nottingham and Nottinghamshire Refugee Forum is trying to find out about refugees' experience of living in NASS accommodation. We have already asked over 60 people questions about their accommodation and this is currently being written up as a report. Before we finalise the report, we are going back to a number of the people we originally spoke to in order to see if anything has changed in the time since we first spoke to you.

- 1) Just to remind us, are you here alone or with your family?

.....

- 2) Does the Housing provider now use an interpreter when they meet with you? Yes No

- 3) When something in the house needs repaired, is this done more quickly than when we last asked you? Yes No

How long does it take?

- 4) Where do you sign?

Do you do this weekly? Yes No

- 5) When you go to the office to sign, how long do you have to wait?

.....

- 6) When the Housing Provider's staff visit you at home, do they:

Make an appointment? Yes No

Ring the doorbell or knock? Yes No

- 7) Have you noticed any change in the attitude of the staff in the last 2 months? Are they any more polite or helpful than before?

Thank you for your help

Appendix 3

Results of follow-up questionnaire

As a result of the meeting held with senior staff of Capital Accommodation in April 2002, we followed up a sample of the original respondents in the summer of 2002 to see if anything had changed. All 16 were living in Capital Accommodation houses. One was here with his family and the rest were single and living in multiple-occupation housing. The results were as follows:

To the question

Does the housing provider now use an interpreter when they meet with you? All 16 answered no. Only one of the 16 speaks fairly good English.

To the question

When something in the house needs repaired, is this done more quickly than when we last asked you? 2 answered yes and 14 answered no.

When asked how long it took for repairs to be made, answers ranged between 2 days; 7-10 days to replace a lightbulb; 2 weeks; 4 weeks at least; 45 days so far to fix a washing machine; one and a half months; 2 months to fix a fridge, and over 2 months. The longest time was reported by 3 people, including one who had a leaking ceiling. One person reported that nothing at all was done about a damp and musty carpet.

All the respondents signed weekly at the Capital Accommodation offices and none had to wait longer than a few minutes to do this.

To the question

When the housing provider visit you at home do they make an appointment? All 16 answered no.

To

Do they ring the doorbell or knock? 2 people said yes, 12 said no and 2 said sometimes.

The final question was

Have you noticed any change in the attitude of staff in the last 2 months? Are they more polite or helpful than before? The following responses were received:

11 people said there was no change. One of these was a positive response "to me they have always been helpful". Someone else said "2 years with the same attitude".

4 people said there was an improvement. 2 of these said this was a slight improvement and

another said "the only thing that had changed is that they don't enter the bedroom if I am not there".

1 person said that the situation was worse, and 1 said he hadn't seen staff from Capital Accommodation in the last 2 months.

SCHEDULE 9

Specification

1. AIMS AND OBJECTIVES

- 1.1 To provide good quality and appropriate accommodation and associated services, to ensure successful occupancy by Service Users.

2. CLIENT GROUP

- 2.1 Only Service Users will be accommodated in the Premises.
- 2.2 Where the Premises are part of a hostel, HMO (as defined in Paragraph 12.1.2 below) or other scheme involving the sharing of facilities by residents only Service Users may be accommodated in that hostel HMO or other scheme unless the Directorate agrees otherwise. Where shared accommodation has been provided for different groups of individuals or families, the groups will be defined by the Directorate and may not be changed without consultation with and agreement by the Directorate.
- 2.3 Paragraph 2.2 shall not apply to hotel accommodation.

3. TREATMENT OF SERVICE USERS

- 3.1 The Provider shall take account of Service Users with special needs by making available and/or making arrangements for, access to appropriate support services. The Provider must respond to any emergency needs, advising the Directorate where a change of a Service User's circumstances is apparent.
- 3.2 Providers must be sensitive to the possibility that Service Users have suffered trauma and may be suspicious or frightened of authority figures and of other asylum seekers.
- 3.3 Service Users should be advised to report harassment to the Provider to ensure that the Provider can take action in order that such harassment can be diminished or eradicated. The Provider shall ensure that Service Users are aware of arrangements to contact the Directorate if they have a complaint of harassment against the Provider, Agents or Staff.

4. RECEPTION SERVICES

- 4.1 The Provider will be notified of the date, time and Arrival Point each Service User needs to be met such notification being given by the Directorate
- 4.2 The Provider will ensure that newly arriving Service Users are met promptly at the Arrival Point notified to it pursuant to Paragraph 4.1 above and taken to the Premises. Where reasonably practicable interpreters should be available at the point of arrival if the Directorate indicates to the Provider that this is necessary. Induction to the

Premises, should be undertaken on arrival. These arrangements are intended to facilitate reception in a sensitive manner, with due regard to any special needs of the Service User.

- 4.3 If, when a Service User is met in accordance with Paragraph 4.2 above, it is apparent from the circumstances of the Service User that the Premises identified for such Service User in the relevant Service Commission are not appropriate, the Provider shall immediately provide appropriate temporary accommodation for the Service User and notify the Directorate. ~~The Directorate shall then vary the relevant Service Commission in the manner set out in Clause 7.7 of the Agreement so as to ensure that appropriate Premises are supplied for such Service User as soon as reasonably practicable.~~
- 4.4 Where the Provider incurs additional costs as a consequence of providing temporary accommodation pursuant to Paragraph 4.3 above and the fact that the Premises initially identified were not appropriate is not as a result of any default on the part of the Provider, Agents or Staff, then the Directorate shall pay such additional costs provided that they are reasonable.
- 4.5 The Provider will notify the Directorate within one Working Day of a Service User being met and taking up occupation of Premises.
- 4.6 The Provider will notify the Directorate immediately if a Service User fails to arrive at the date, time and Arrival Point notified to the Provider pursuant to Paragraph 4.1 above.
- 4.7 The Provider will develop and build relationships with relevant refugee and community organisations having due regard to the needs of Service Users and the community within which they are housed.
- 4.8 The Provider will ensure that all necessary safety and operating instructions for any equipment used by the Service User are explained to them on their arrival at the Premises.
- 4.9 The Provider will facilitate registration of the Service Users with a local General Practitioner, Dentist and with the Health Visiting Service (where dependants are aged five or under). If the Provider encounters a problem which it cannot resolve it should seek assistance from the nearest One Stop Service. The Provider will make immediate arrangements to cater for Service Users who need immediate health care and cannot wait to be registered.
- 4.10 The Provider will advise families on local schooling facilities, including those for children under five years of age. Where the Service User encounters difficulties finding or registering for schooling, advice should be given on available mechanisms for resolving the matter, including assistance from the One Stop Service.

4.11 Where requested by the Service User , the Provider will provide details of local solicitors and registered immigration advisers who may be able to assist with their application for asylum in the United Kingdom.

5. COMMUNICATION AND INFORMATION NEEDS

5.1 The Provider shall ensure that as far as is reasonably necessary and practicable interpreters are available to communicate with Service Users who are unable to speak English.

5.2 Children or other Service Users should not be used as interpreters for official purposes.

5.3 Whenever practical, the Service User should be provided with written material, in the appropriate language, which explains the Provider's services, obligations, complaints procedure and general support available to the Service User.

5.4 The Provider should assist, where possible, if a Service User requires information regarding local health, education, leisure, recreation, legal, police, emergency services, independent local advice services and the One Stop Service . Such information will include how to access such services e.g. use of a telephone to make appointments or in emergencies.

5.5 The Provider's, Agents' or Staff's need and legal rights, to enter the Premises must be explained to the Service User .

5.6 Where the Premises consist of multi occupancy accommodation there must be policies and working practices in place to ensure the integrity of the arrangements for Service Users to receive mail. There must be a system for ensuring that mail is received by the person for whom it is intended.

5.7 The Provider will be aware of the location of the nearest One Stop Service and will advise Service Users accordingly. The Provider will give Service Users all practical assistance in contacting the One Stop Service.

6. CONFIDENTIALITY, NOTIFICATIONS AND APPLICATIONS

Service Users should be informed by the Provider of all instances where the Provider Agents or Staff are bound by statute or contract to provide information on their circumstances, including the following:

- the Service User moving out of or into the Premises;
- serious injury or accident involving the Service User;
- dispute with local neighbours or agencies;

- serious illness suffered by the Service User (including notifiable diseases);
- violent or aggressive incidents involving the Service User;
- any arrests or enforcement notices concerning the Service User;
- any allegation made by or about the Service User concerning sexual or physical abuse, neglect, harassment or exploitation;
- reported theft or loss of the Service User's belongings;
- any event, incident or occurrence which is likely to have a negative effect on the reputation of the Directorate or the Provider;
- significant dispute between the Service User and the Provider, Agents or Staff;
- any reasonable suspicions that the Service User may be obtaining support from the Directorate by fraudulent means;
- any serious event, incident or occurrence concerning the Service User and/or the Premises;
- absences from the Premises as referred to in Paragraph 10.1 below.

7. INDEPENDENT REPRESENTATION

The Provider will ensure that Service Users are aware of their option to be advised by and/or accompanied by a person of the Service User's choice in discussions with the Provider.

8. COMPLAINTS PROCEDURE

- 8.1 Wherever possible any complaints from Service Users concerning the Service should be dealt with informally between the complainant and the Provider and within seven days of the complaint being made.
- 8.2 All complaints should be recorded in a log book, with brief details of the complaint, date and ultimate manner of resolution and made available to the Directorate when requested.
- 8.3 In the event that resolution at the informal stage is not possible the Provider will assist the Service User to contact the nearest One Stop Service which will advise the complainant appropriately, or if necessary take the complaint up on their behalf. Unresolved complaints should be referred by the Provider to the Directorate.

9. OCCUPANCY AGREEMENT

9.1 The Provider will produce or procure the production of an Occupancy Agreement to be handed to the Service User upon or prior to their arrival at the Premises . The Occupancy Agreement will lay out expected standards of behaviour from the Service User, detail arrangements for warnings and sanctions following breaches in the terms of the Occupancy Agreement and explain eviction procedures. The Directorate will be provided with a copy of the form of Occupancy Agreement and may require changes to it where it reasonably considers that the terms of the Occupancy Agreement are not in accordance with this Agreement. The Provider will provide or procure the provision of the Occupancy Agreement in a language understood by the Service User who may be accompanied or represented by a person of his or her choice at any meeting dealing with issues arising from the Service User's default.

9.2 The Occupancy Agreement will also cover the following:

- the nature and limits of the occupancy;
- a description of the Premises including an inventory of furniture and fittings;
- named housing contact arrangements during and outside normal office hours;
- a commitment to a quality and non discriminatory service by the landlord whether that is the Provider or an Agent;
- the responsibilities and undertakings of the landlord whether that is the Provider or an Agent;
- repairs standards and timescales;
- responsibility for loss and damage and repayment methods;
- complaints procedure;
- housing management procedures for move on from the Premises;
- racial or sexual harassment and bullying;
- responsibilities of Service Users with regard to behaviour and residence.

9.3 The Service User will also enter into a compact with the Directorate which will include provision that the Service User abides by the reasonable terms of his/her Occupancy Agreement . The compact between the Service User and the Directorate would be in breach if the Service User breaches any reasonable terms of his/her Occupancy Agreement.

9.4 If the Directorate so requires (whether by telephone facsimile transmission or electronic mail) a copy of an Occupancy Agreement concluded with a Service User and signed by the Service User will be sent by the Provider by facsimile transmission to the Directorate. The copy will be sent within two hours of a request being made where the request is made between 9.00am and 4.00pm on a Working Day and otherwise by 11.00am the following Working Day.

10. POLICIES AND PROCEDURES

10.1 In addition to the policies and procedures referred to elsewhere in the Agreement, the Provider shall have in place the following policies and procedures:

- Appropriate housing management procedures and policies including sanctions and the processes to be followed to terminate an Occupancy Agreement on notification or agreement from the Directorate. This must include arrangements to assist with move on once a Service User has been granted leave to remain in the United Kingdom following the final decision on an asylum claim.
- A Service User who spends more than seven nights away from the relevant Premises, without the prior notification and agreement of the Directorate, will be deemed by the Directorate to have vacated the Premises. Such premises will then be available to be allocated to other Service Users pursuant to the procedure set out in Clauses 7.2 to 7.5 of the Agreement. If the Provider becomes aware of such absence it will notify the Directorate forthwith. In these circumstances the Directorate should be advised that a vacancy exists. If the Service User reappears after spending more than seven nights away the Provider must inform the Directorate.
- A policy and procedure for quality assurance and control.
- Policies in relation to Health and Safety, Fire Protection and First Aid.
- Procedures for dealing with accidents, emergencies and critical incidents.
- Procedures for dealing with aggressive or violent incidents.
- Procedures for dealing with sexual and racial harassment, bullying and other management problems that may occur.

10.2 The Provider shall undertake specific reviews and evaluations, at such intervals that are acceptable to the Directorate (acting reasonably), of the service procedures and practices in order to ensure that the Service continues to meet the needs of Service Users. It is anticipated that these regular reviews will be carried out in consultation with Service Users and local community groups involved in the care of Service Users.

The reviews will be documented and the records made available for inspection by the Directorate.

- 10.3 If the Directorate so requires the Provider will visit the relevant Premises and inform the Directorate immediately whether or not it appears that the relevant Service User is still resident at such Premises. The Directorate will only require the Provider to make such a visit if it has reason to believe the relevant Service User is no longer resident at such Premises.

11. LOCATIONS

- 11.1 The Premises will be in an existing multi ethnic area or an area demonstrably capable of sustaining a new ethnic group.

- 11.2 The area in which the Premises are situated must have an existing voluntary sector presence dedicated to asylum/refugee issues or be demonstrably capable of development for this purpose.

- 11.3 The area in which the Premises are situated must be well served by public transport.

- 11.4 The Premises must be within such distance of any post office or post offices specified by the Directorate to the Provider as the Directorate shall reasonably consider appropriate.

12. QUALITY OF ACCOMMODATION

- 12.1 The Premises must be of a standard and be managed and maintained to a level at least equivalent to property in the locality owned by the relevant local housing authority and let on secure tenancies pursuant to the Housing Act 1985 or, where the relevant housing authority has disposed of its housing stock or a substantial part of it, then to property in the locality owned by the registered social landlord that has acquired such stock and which is let on assured tenancies pursuant to the Housing Act 1988. In addition and without prejudice to the above, the Provider will ensure that the Premises meet the following standards:

12.1.1 Property Requirements

- The Premises must be fit for human habitation as defined in the Housing Act 1985 or above the tolerable standard as defined in the Housing (Scotland) Act 1987 and meet all Regulatory Requirements.
- The Premises must have been inspected by the Provider or its Agents prior to each Service User's occupation and all necessary works shall have been carried out and checked to ensure the Premises are in good repair and ready for occupation.

- The Provider or its Agents will carry out checks at regular intervals and not less than Monthly throughout the period of occupation of the Premises by a Service User to identify any necessary repairs or maintenance or any housing management problems and to determine that the Service User is still in occupation. These checks will be carried out sensitively taking account of the need for privacy. Where the Provider or Agent may enter the Premises without the Service User's consent the inspection should only be carried out in the presence of the relevant Service User.
- The Provider shall ensure that adequate notices setting out the action to be taken in the event of fire and identifying all emergency exits are prominently displayed within Premises. The notices must be capable of being understood by Service Users who do not read English and shall include diagrams showing emergency exits. The Provider shall give oral instruction to all Service Users to ensure that the action to be taken in the event of a fire is fully understood and will show all Service Users the appropriate fire escape nearest to their own accommodation.

12.1.2 Facility Requirements

- Utilities must be provided to the Premises adequate to meet the needs of the relevant Service User.
- The Premises must be furnished and fitted-out to a reasonable standard, throughout each Service User's occupancy taking into account the status and limited means of Service Users.
 - Where full board or a food service is not provided, the Premises must have adequate kitchen facilities including:
 - a food preparation area
 - a sink
 - hygienic worktops and floor coverings
 - a cooker and fridge
 - cutlery and crockery
 - cookware and utensils
 - hand towels, bath towels, tea towels
 - broom and mop
- Where full board or another type of food service is to be provided in Premises other than a house in multiple occupation ("HMO") as defined in the Housing Act 1985 and the Housing (Scotland) Act 1987 the Provider must first seek the approval of the Directorate. The provisions applicable

to HMOs in the context of food preparation and supply set out in Paragraph 13.2.3 below shall apply.

- The Premises must have adequate beds with appropriate linen, pillows, duvet or blankets and a wardrobe or chest of drawers per occupant.
- The Premises must have a sufficient number of easy chairs for occupants.

12.1.3 Security Requirements

- Lockable cupboards must be provided where Service Users are sharing rooms.

12.1.4 Requirements for Children

Where there are to be children living in the Premises the Provider, having regard to the age of such children:

- Will ensure that adequate cot and highchair facilities are made available;
- Will ensure child safety gates are installed on stairs and casement stays and/or other child proof restraint devices are installed on windows; and
- Will ensure that appropriate sterilisation equipment is available.

In addition, the Provider will take reasonable steps to provide a safe and supportive environment to enable children to thrive and ensure that no hazard to health or safety is likely.

13. HOUSES IN MULTIPLE OCCUPATION HOTELS AND HOSTELS

13.1 Where an HMO registration or license scheme is in operation by the local authority, the Provider must register or procure registration of the HMO with the local authority.

13.2 In addition to the terms specified earlier, the Provider in respect of HMOs hotels and hostels:

13.2.1 Occupancy

- Will ensure that each Service User shall have exclusive use of a room. Save in the case of members of the same family Service Users should only share in an appropriately sized furnished double/triple room through choice and only with another Service User
- Will ensure that occupancy of a room shall not exceed that specified by the local authority;

Will ensure that Service Users of nationalities or groups in conflict with one another shall not be permitted to share rooms;

13.2.2 Facilities

(i) Will ensure that where the following facilities are not provided individually, they shall be provided communally and each occupant shall have equal access to them:

- at least one bath or shower and W.C. per five occupants;
- kitchen facilities where full board is not provided (at least one kitchen facility per five occupants);
- living/dining room space (at least 4 metres squared of space per occupants);
- first aid facilities;

(ii) Will ensure that:

- (if applicable) the HMO meets any further requirements specified by any registration or licensing scheme in operation at local level;
- all communal areas are clean and tidy and that cleaning materials are provided to enable Service Users to clean their own rooms;

(iii) Will ensure that:

- a daily registration sheet is maintained in hostels and hotels which lists the permitted number of occupants for each room, that this is signed by all occupants on a daily basis, and forwarded to the Directorate within two Working Days of the Directorate requesting it;
- in the case of hotels and hostels a report is sent to the Directorate within two Working Days of the end of each Week identifying any Service Users that have not signed the daily registration sheet on one or more days during that Week;

13.2.3 Service Provision

Where HMOs hotels and hostels include the provision of full or part board service:

- Will provide face cloth, toiletries and personal hygiene products to each Service User;
- Will ensure laundry facilities are available at least once per week or open access to a washing machine, powder and drying facilities;
- Where full board is provided, will provide hot and cold drinks on request or provide facilities and ingredients for their preparation;
- Will provide food in the following way:
 - Stored, prepared, cooked and served in accordance with all Regulatory Requirements;
 - Where full board is provided this shall consist of breakfast, lunch and an evening meal, all of which will meet appropriate nutritional standards including availability of a varied menu;
 - The food provided will meet any special dietary needs for religious, cultural, health or other reasons.

OCCUPANCY AGREEMENT

THIS AGREEMENT IS BETWEEN

Landlord's name and address

Metropolitan Housing Trust Limited
(referred to in this Agreement as "we" or "us")
of Cambridge House,
109 Mayes Road, Wood Green
London N22 6UR

Your name:

and

.....
(referred to in this Agreement as the "the Occupier" or "you", references to you include any members of your household)

who are an applicant for asylum in the UK.

Address:

in respect of accommodation at

.....

.....
(referred to in this Agreement as "the Premises")

1. General Terms

The date the Agreement starts (i) This Agreement starts on
(regardless of the date when the Agreement is signed).

Occupancy (ii) The occupancy created by this Agreement does not give you any security of tenure. Your occupancy is excluded from Protection from Eviction Act 1977.

Furniture and Fittings (iii) The Premises are furnished and a list of contents is attached as Schedule 1 (referred to in this Agreement as 'the Contents').

Managing Agent (iv) Although we are your Landlord we have appointed Refugee Housing Association Limited (referred to in this Agreement as 'the Managing Agent') to manage the Premises and to provide you with a housing management service. Unless and until we tell you otherwise all enquiries and communications about or required by this Agreement should be made to the Managing Agent.

Contacting the Landlord (v)(a) If you need to serve a legal notice on us or write to us, you should send it to: *Metropolitan Housing Trust Limited, c/o Refugee Housing Association Limited at Raleigh House, 68 - 84 Alfreton Road, Nottingham, NG7 3NN.*

(b) if we wish to serve a notice on you, it will be regarded as properly served if it is sent to the Premises by ordinary post or delivered to the Premises by hand

Contacting the Managing Agent (vi)(a) You may telephone the Managing Agent during the hours their offices are open, on 0115 988 7107

Office Hours:	Mon, Tue	0915 – 1645
	Wed	0915 – 1300 (closed pm)
	Thur, Fri	0915 - 1645

(b) You may visit the Managing Agent at its area office at *Raleigh House, 68 - 84 Alfreton Road, Nottingham, NG7 3NN.*

Advice, representation (vii) When you meet with our or the Managing Agent's staff, you have the right to be advised and/or accompanied by someone you choose.

You will be able to obtain immigration advice from the Management Agent's staff that is limited to

Confidentiality

(viii) We will respect the confidentiality of any personal information about you, but there are certain exceptions. We are obliged to provide information to the National Asylum Support Service (referred to in this Agreement as 'NASS') about your occupation of the Premises and in particular to inform NASS:

- when you move into and out of the Premises
- when you are away from the Premises for more than seven consecutive days
- if you suffer a serious injury, accident or illness
- if you are involved in any serious disputes or violent or aggressive incidents with your neighbours, other agencies or our or the Managing Agent's staff
- if you are arrested or made the subject of an enforcement notice
- if there is reasonable suspicion that you are receiving support from NASS by fraud
- if you make allegations that you are suffering sexual or physical abuse, neglect, harassment or exploitation
- if you report that your possessions have been lost or stolen
- if you are involved in an incident that could damage the reputation of NASS.

Breaches and warnings (ix) We can end this Agreement if you do not keep your obligations. Unless you have breached the Agreement in a very serious way, we will warn you about your behaviour first before we decide to end the Agreement.

2. Our Obligations: What we must do

We agree to do the following:

- Occupation of the Premises** (i) We will allow you to occupy the Premises with the following members of your household:
- | names | dates of birth |
|-------|----------------|
| | |
| | |
| | |
| | |
- We make the Premises available to you as temporary accommodation at the request of NASS.
- Repairs and Maintenance** (ii) We will ensure that at the beginning of your occupancy, the Premises are structurally sound, wind and water tight and in a reasonable state of repair; we will keep in reasonable repair the Premises and also the Contents; we will carry out any repairs that are required within the timescales described in Schedule 2 to this Agreement.
- Housing Management** (iii) We will provide a day to day housing management service to you and we will deal with any issues that arise regarding your occupancy.
- Utilities** (iv) We will arrange for the Premises to be supplied with electricity, gas (*(delete if gas is not available)*), where gas is available, you will be issued with a copy of the current gas safety certificate) water, and means to dispose of waste and sewage. We will pay the charges due for these supplies and services.
- Council Tax** (v) We will pay to the local authority the council tax due for the Premises.

3. Your obligations: What you must do

When you sign this Occupancy Agreement, you agree as follows:

- Use of Premises** (i) You must move into the Premises when this Agreement begins, live in the Premises as your only home, and not allow anyone else to live in the Premises other than the members of your household that are named in this Agreement.
- Prohibitions on Use** (ii) You must not use the Premises for any business or for any illegal purpose.
- Health and Safety** (iii) (a) You must comply with advice and instructions about protecting your health and safety and the safety of others.

- (b) You must co-operate with fire drills and practices.
- (c) You must take reasonable precautions to prevent fire, flooding or other damage to the Premises and Contents.
- Nuisance** (iv) You must not cause or allow any of your visitors to cause a nuisance or annoyance to neighbours or to any of our staff, agents or contractors.
- Harassment** (v)(a) You must not harass anyone or allow your visitors to harass anyone because of their country of origin, race, colour, sex, sexual orientation or disability.
- (b) Harassment includes:
- violence and threats of violence
 - insulting words or behaviour
 - damage or threats of damage to other people's property
 - writing threatening or insulting graffiti
 - any interference with the peace and comfort of another person.
- Noise** (vi) You must not play a radio, television, recording or instrument so loudly so that it can disturb your neighbours. You must not make a noise that can be heard outside the Premises during the night between 11.00 pm and 7.30 am.
- Pets** (vii) You must not keep any animal, bird or reptile at the Premises.
- Damage** (viii) You must not damage the Premises or the Contents, and you must not allow your visitors to cause any damage. We will hold you responsible for any damage and ask you to pay the cost of repair or replacement.
- Economy and Efficiency** (ix) You must be careful to use the electricity, gas and water with reasonable economy. You must follow any reasonable advice that we give you about how to make efficient use of the energy that is supplied to the Premises.
- Improvements** (x) You are not allowed to make any improvements or alterations to the Premises.
- Disrepair** (xi) You must tell us straight away about any disrepair, defect or fault that you notice in the Premises or the Contents.
- Cleaning** (xii) You must keep the Premises in a reasonably clean and tidy condition.
- Looking after the Garden or Grounds** (xiii) If there is a garden attached to the Premises you must keep it tidy and not allow any rubbish to be dumped there.

- Access**
- (xiv)(a) You must allow our or the Managing Agent's staff to come into the Premises at any time in an emergency or when it is necessary to check on your safety and well being.
- (b) You must allow us or the Managing Agent's staff or our contactors or agents to enter the Premises at any reasonable time to inspect or carry out repairs. We will normally give you at least 24 hours notice of a visit unless it is an emergency.
- Assignment, Sub-letting and Lodgers**
- (xv) You must not hand over your Occupancy Agreement to anyone else or allow anyone else to live in the Premises instead of you. You must not take in lodgers.
- Absence**
- (xvi) You must tell the Managing Agent if you plan to be away from the Premises for longer than six days at a time, and also tell the Managing Agent the address you are going to and when you will return to the Premises.
- Asylum Claim**
- (xvii) You must tell the Managing Agent about any decision you receive about your asylum claim.

4. Quality of Service and Complaints

- Harassment, etc.**
- (i) We are committed to provide a quality service to you and other occupiers in a way that does not discriminate and does not tolerate harassment. You must tell the Managing Agent about any incident that involves discrimination or harassment. You must also tell the police and the Managing Agent may be able to help you to make a report to the police.
- Complaints**
- (ii) (a) You may complain to the Managing Agent about any aspect of the accommodation or service that you are not satisfied with. When you make a complaint you have the right to be advised and/or accompanied by someone you choose.
- (b) We have a complaints procedure for you to use and it is explained in Schedule 3 to this Agreement.
- (c) If you are not satisfied after you have used our complaints procedure, then you may complain to The Independent Housing Ombudsman at Norman House, 105-109 The Strand, London WC2R 0AA (telephone 020 7836 3630).

5. Ending your Occupancy

- Notice by the Landlord**
- (i) We will give you a minimum of 7 days notice that your occupancy will end. The notice will state the reason why your occupancy is to end. If the reason for ending your occupancy is that you are responsible for violence, nuisance, harassment or damage, then we may give you notice that is shorter than 7 days.

- Notice by the Occupier** (ii) If you wish to end your occupancy, you must give us 7 days notice in writing.
- Abandonment** (iii) If you are away from the Premises for more than 7 days and you have not told the Managing Agent about your plans to be away, then we may send a notice to you at the Premises to end your occupancy.
- Leaving the Premises** (iv) At the end of your occupancy you must give us vacant possession of the Premises. You must remove your personal belongings, return the keys to us and leave the Premises and Contents in good condition.
- Taking Possession** (v) On the morning after the notice period, we will take possession of the Premises. We will not be responsible for any belongings that are left in the Premises after your occupancy has ended.
- Moving On** (vi) We can offer you some advice and assistance about moving on to alternative accommodation. You can find this described in Schedule 4 to this Agreement.
- Notification to NASS** (vii) We will tell NASS about notices to end your Occupancy and also when you vacant the Premises.

Signed on behalf of Metropolitan Housing Trust Limited:

Signed by the Occupier:

Date:

You will be asked to sign two copies of this Agreement, one copy is for you to keep and the other is our record.

If interpreter was present, _____

Name of Interpreter: _____

Agency: _____

Language: _____

Signed by the Interpreter: _____

OCCUPANCY AGREEMENT

An agreement made this _____ Day of _____ 2001

Between _____

("the SERVICE USER")

NASS REF. NO _____

AND CAPITAL ACCOMMODATION (LONDON) LTD ("the PROVIDER")

Whose registered office is 16 Turnpike Lane, London N8 OPT.

THIS AGREEMENT IS MADE IN RESPECT OF THE PROPERTY KNOW AS

ROOM NO. _____

THE SERVICE USER AGREES TO COMPLY WITH THE FOLLOWING RULES:

1. A register will be held at the office and must be signed on a weekly basis. You will be informed of your registration day.
2. Any violence against other residents, persons or wilful and malicious damage to the property, fire equipment and electrical, gas, water and sanitary appliances will lead to the immediate removal from the property and the Home Office will be notified immediately.
3. Alcohol or drugs are not permitted on the premises. Anyone found in possession of alcohol or drugs or under the influence of either, will be reported - to the Home Office and immediately removed from the property,
4. Any persons found bullying or exercising racial or sexual harassment to any other person will immediately leave the property and will be reported to the Home Office.
5. Visitors are not permitted to stay at the property overnight.
6. Not use the property other than for the purpose of a private dwelling house and not do or suffer to be done in the premises or elsewhere anything which may be or become a nuisance, annoyance or inconvenience to the Provider or the tenants or occupiers of any of the neighbouring properties. In particular noise is prohibited between the hours of 11:00pm to 09:00am.
7. To keep the interior of the property in a good and clean state of repair condition and decoration and make good all damage and breakages to the property that may occur (fair wear and tear excepted).
8. All items listed on the attached inventory are for your personal use but remain the property of the PROVIDER and must not be removed from the property at any time.

9. Keep the drains, gutters and pipes of the property clear and the garden (if any) neat and free of weeds and all maintenance and repairs to the property must be reported to the Provider immediately.
10. Keep clean the windows of the Premises and replace all broken glass.
11. Permit the Provider or its employees or agents to enter the property at all reasonable times to inspect the same and the Provider's furniture and effects therein and to carry out works of maintenance or repair to the property or elsewhere which the Provider may consider to be necessary.
12. This Agreement will terminate upon reasonable notification from the Provider to the Service User to vacate the property, and the service user will deliver up the property to the Provider at the end of this Agreement, together with the keys and in the same state of repair, condition and decoration as they were at the commencement of this Agreement (fair wear and tear excepted).

THE PROVIDER UNDERTAKES AS FOLLOWS ;

1. To respect the SERVICE USERS confidentiality at all times.
2. To exercise the right to equality of treatment regardless of race, gender, social or cultural background and consideration will be given to each individuals need in relation to religious, cultural or ethical aspects.
3. To provide the SERVICE USER with a 24-hour emergency telephone number to be used in case of emergencies only.
4. To carry out all reported maintenance and repairs to the property within 48 hours except in the case of emergencies only.
5. To adhere to a fair complaints procedure as specified in our code of practice which will be explained to the SERVICE USER on request.

Signed by the Service User _____

Signed, by _____
On behalf of the Provider - CAPITAL ACCOMMODATION (LONDON) LTD>

Service User Occupation Agreement

IMPORTANT NOTICE:

This Occupancy Agreement is required by the Secretary of State for the Home Office acting under the Immigration and Asylum Act 1999 and implemented by the Immigration & Nationality Directorate ('The Directorate') and is excluded from the Protection From Eviction Act 1977 by virtue of the provisions contained in the Immigration & Asylum Act 1999 and the occupancy of the property by the person named in this agreement does not confer rights on the occupier as a tenant.

AN AGREEMENT made thisday of.....2000

BETWEEN ('The Service User') being a foreign national and any dependant seeking asylum in the United Kingdom.

AND.....(The Provider') whose registered office is situated at 75 Church Road, Hove, East Sussex, BN3 2BB

IT IS HEREBY AGREED as follows:-

1. To allow the above / named Service User to occupy on a temporary basis
(hereinafter called The Premises') together with the furniture and household effects now in The Premises.
2. This agreement shall create a licence and that the licensee (The Service User) shall not derive any protection from the Housing Act 1988 (as amended) or The Protection From Eviction Act 1977.
3. The Provider agrees to allow The Service User to occupy The Premises together with the use of the furniture, fixtures, fittings and other household effects as itemised in Schedule 1 to this agreement for their sole domestic use subject, to the conditions set out in this agreement and Schedule 2 and to quietly enjoy The Premises during the period of occupation.
4. The Service User may occupy The Premises from the commencement of this Agreement until a date that may be determined either upon the determination of the Service User's asylum subject to service of a written notice, or where the Landlord terminates the Agreement at any time by serving a written notice on the Service User specifying the date and time of, and the reason for, termination.
5. THE SERVICE USER'S obligations to The Provider are as follows;
 - (i) Not to damage; injure; materially alter or make any addition to any part of The Premises and to give up the same together with the keys to the Provider and/or the Providers authorised agent at the end of the term of occupation or as earlier determined in the same clean, tidy and decoratively acceptable condition as at the start.
 - (ii) To keep The Premises windows clean; to properly dispose of all waste and refuse by the methods provided, and, where included in the accommodation properly maintain any yard or garden.

Service User Occupation Agreement

- (iii) Not to carry on any profession, trade or business on or from The Premises.
- (iv) Not to use, or permit the use of The Premises in such a manner as to cause a nuisance or annoyance to other Service Users, owners or occupiers of neighbouring accommodation, buildings or land and not to use or permit The Premises to be used for any illegal or immoral purposes nor permit any person who is not a party to this agreement to stay at the Premises overnight without the permission of the Provider. Normal daytime visitors will be permitted.
- (v) Not to assign, underlet or part with possession of The Premises or any part thereof.
- (vi) Not to erect any external wireless or television aerial of any description.
- (vii) To keep The Premises secure when leaving The Premises by ensuring; all electrical and gas appliances are switched off unless designed not to be, doors are always locked and windows properly closed.
- (viii) Not to interfere with the fire detection devices installed and tested as working in any way and that if they do so agree that it is entirely at their own risk. Where stair gates have been fitted to prevent children falling down the stairs accepts that by not using, or removing, the stair gate do so entirely at their own risk.
- (ix) To permit The Provider or his authorised agent to enter upon and inspect The Premises and the fixtures, fittings and furniture, and, to obtain a signature for the weekly or daily register without prior notice at all reasonable times or immediate access in the case of an emergency at any time.
- (x) Not to keep any animals as pets or otherwise in The Premises.
- (xi) Not to act or conduct themselves in a way which is likely to have a negative effect on the reputation of the Directorate or Provider to their authorised agent.
- (xii) To pass to The Provider any notice or communication received concerning The Premises or any neighbouring property and report any difficulty with or interruption to gas, electricity or water supplies in The Premises.
- (xiii) Not to use any paraffin or bottled gas heaters nor introduce electrical equipment in or to The Premises other than that already or later installed or placed therein by The Provider. Any interference with the electrical equipment supplied is done so entirely at their own risk.
- (xiv) In houses of multiple occupation/ hostels and hotels there may be certain reasonable rules to ensure all residents can quietly enjoy their stay together and the Service User agrees to observe the 'House Rules' at all times as set out in Schedule 2 and to sign the daily or weekly register as required.

Service User Occupation Agreement

6. THE PROVIDER'S obligations to The Service User are as follows:

- (i) The Provider or authorised agent will undertake repairs and maintenance as required as soon as practicable or in exceptional circumstances within other acceptable timescales. In cases of an emergency the Service User must telephone at any time 24 hours a day In cases of minor or major repair or enquiry the Service User must telephone an authorised representative will attend the property within 4 hours.
- (ii) The Provider or his authorised agent shall promote and provide high standards of accommodation and a quality service commensurate with the requirements of The Directorate and will not discriminate against Service Users due to their race, gender, social or cultural background, religion, cultural or ethnic beliefs, nor, tolerate harassment, bullying or any other threatening behaviour for racial, sexual or any other reasons.
- (iii) The Provider is not responsible for any loss or damage to personal possessions owned by The Service User whilst in occupancy at The Premises.
- (iv) The Provider or their agent will investigate any complaints made by The Service User promptly and will immediately report same to the Directorate or other agency as appropriate with full details and the action taken and ensure every assistance is offered to The Service User in order to deal with the complaint efficiently. If the Service User is not satisfied with the service provided by the Provider, or their authorised agent, complaints should be directed in the first instance to the local refugee support agency.
Agency Telephone Number.....
- (v) The Provider or their authorised agent are required to inform and will inform The Directorate of the following:
 - (a) The Service User moving out of or into the premises.
 - (b) Serious Injury or accident involving the Service User.
 - (c) Disputes with local neighbours or agencies.
 - (d) Serious illness suffered by the Service User (including notifiable diseases).
 - (e) Violent or aggressive incidents involving the Service User.
 - (f) Any allegation made by or about the Service User concerning sexual or physical abuse, neglect, harassment or exploitation.
 - (g) Reported theft or loss of the Service Users belongings.
 - (h) Any event, incident or occurrence, which is likely to have a negative effect on the reputation of the Directorate or the Provider.
 - (i). Significant dispute between the Service User and the Provider, Agents or Staff.
 - (j) Any reasonable suspicions that the Service User may be obtaining support from the Directorate by fraudulent means.
 - (k) Any serious event, incident, or occurrence concerning the Service User and/or the Premises.
 - (l) Absences for periods of more than seven nights away from the relevant Premises without the prior notification and agreement of the Directorate.

Service User Occupation Agreement

- (vi) The Provider will facilitate the introduction to Health, Education, Houses of Religious Worship, Local Shops, Post Office, Local Amenities, The One Stop Shop (Welfare assistance) and assist the Service User at all times regarding the Premises.
- (vii) The Provider will ensure that at the commencement, and throughout the period, of occupancy the property is structurally sound, is in a wind and watertight condition, and is in a reasonable state of repair and maintenance.
- (viii) The Provider will provide a day-to-day management service to deal with, and resolve any issues arising from, the Service User's occupancy.
- (ix) The Provider will provide to the Service User from the commencement of this Agreement the furniture and utensils detailed in Schedule!, and will supply electricity, gas, water and waste/sewage disposal.
- (x) The Provider recognises that the Service User is always permitted to be advised by and/or accompanied by a person of their choice in an discussion or other contact with the Provider.

..... can be contacted as follows:-

Normal office hours betweena.m. and p.m.

Tel:

At.....

In emergencies on Tel:

As Witness the hands of the said parties hereto the day and year first above written and signed as a deed.

.....
SIGNED BY THE SERVICE USER

(I confirm that I have received a copy of this Agreement understand it fully and agree to be bound by its terms).

.....
SIGNED FOR AND ON BEHALF OF THE PROVIDER

Adelphi Hotels Ltd

Service User Occupation Agreement

SCHEDULE No.1

Inventory of fixtures, fittings and furniture situate at the property known as:

.....and in respect of the

Occupancy Agreement dated

SEE ATTACHMENT

Schedule 1

Address
Property Type Family HMO
Bed Spaces 2/3/4/5/6/7

Items Supplied	Quantity	Comments
Smoke Detectors		
Fire Blanket		
Cutlery		
Pots/Pans		
Cups		
Beds		
Pillows		
Bed Linen		
Bedroom Cupboards		
Dust Pan & Brush		
Mop/Bucket		
Towels		
Vacuum		
Carpets / Curtains		
Coffee Table		
Dining Table & Chairs		
Fridge		
Cooker		

Service User Occupation Agreement

SCHEDULE No.2 - Rules for Houses of Multiple Occupation/ Hostels/ Hotels.

For the property known as:
and in respect of the Occupancy Agreement dated

Rules:

1. Must respect the privacy- of other, service-users whilst in the shared accommodation.
 - Maintain good house keeping:
 - Keep clean cooking facilities.
 - Keep clean bathing facilities.
2. Keep noise levels down after 10.00pm in respect of other service users and neighbours.
3. Any problems experienced in the household with other service users to be promptly reported to the service providers.
4. Not to tamper with any gas or electrical appliances supplied by the service provider.