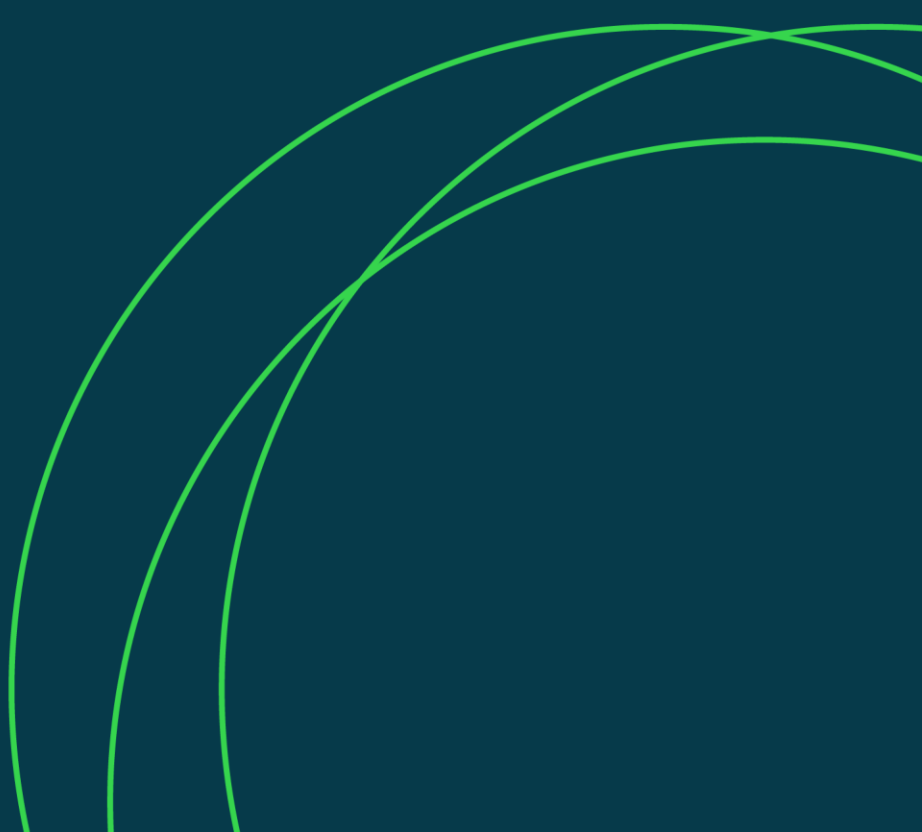




Sparrow
Shared Ownership

Emergency Accommodation, Permanent and Temporary Moves Policy

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VERSION: 1.0
CREATED: November 2024
REVIEW: November 2027
AUTHOR(S): Homeowner Services Manager



Emergency Accommodation, Permanent and Temporary Moves Policy

1. Our policy statement

- 1.1. As a registered provider specialising in Shared-Ownership, Sparrow Shared Ownership Limited (Sparrow) will rarely need to arrange for any of our customers to leave their homes. This may happen if a planned or emergency repair is required to the structure of a building managed by Sparrow.
- 1.2. Access to structural parts of blocks of or flats or communal services may sometimes be required through our customer's flats and the nature of the works would mean our customers will not be able to remain in the property. In these situations Sparrow will work with our customers to arrange suitable alternative accommodation. The costs of the alternative accommodation will either form part of the cost of the planned works or may be claimable on the buildings insurance.
- 1.2. In situations where Sparrow are not coordinating works to meet our obligations in the lease any decisions about whether or not the homeowner requires alternative accommodation sits with the homeowner. Such situation can include emergencies or loss of heating or hot-water etc. The customer would be expected to bear their own costs of alternative accommodation but, depending on the situation, these costs may be claimable on the buildings insurance.
- 1.2. Where possible, we will carry out works to our areas of responsibility whilst the customer remains in their home. However, there will be certain situations when this is not possible, and where this is the case, we will arrange to move the customer to an alternative property.
- 1.3. We recognise that moving can be upsetting especially when this is outside our customers control and so we are committed to making the move as easy as possible.
- 1.4. We will consult with our customers before moving them from their current home and provide clear information to keep the customer informed throughout the process. The customers individual needs will always be considered regarding alternative accommodation.
 - 1.4.1. If the customer refuses to move when required to do so, it may become necessary for Sparrow to exercise other rights, including legal action, to ensure the customer moves to carry out the required repairs.
- 1.5. The move should only last for as long as the works are being carried out.
- 1.6. Our commitment to is to make sure that suitable alternative accommodation is provided if a customer needs to be rehoused on a temporary or permanent basis.

- 1.8. Where a customer does not agree with our final offer of accommodation, they have the right for this decision to be reviewed.
- 1.11. Sparrow will not be liable for the costs of any repair or move that arises from customer's acts or omissions or which are due to customer negligence, and any such costs will be recharged to the customer.
- 1.13. This policy has been developed in line with the [Land Compensation Act 1973, Housing Act 2004](#) and [Home Standard](#).

2. The scope of this policy

- 2.1. This policy applies to all shared ownership and leasehold customers of Sparrow Homes in flats.
- 2.2. This policy excludes customers living in houses, who are entirely responsible for the maintenance and repair of their house and any decisions on alternative accommodation will sit entirely with them.
- 2.3. This policy does not cover unauthorised occupants, subtenants, lodgers, licensees, and other non-secure occupants.

3. Equality and diversity

- 3.1. Sparrow is committed to making sure all services are accessible to all our customers. Our staff will be trained to ensure they are communicating appropriately with our customers, and they have the relevant information.
- 3.2. This policy will be applied in a way which makes sure we treat all customers with fairness and respect. We recognise our duty to advance equality of opportunity and prevent discrimination or victimisation on the grounds of age, sex, sexual orientation, disability, race, religion or belief, gender re-assignment, pregnancy and maternity, marriage and civil partnership and any other defined within the [Equality Act 2010](#).
- 3.3. On request we will provide translations of all our documents, policies and procedures in various languages and formats including braille and large print.

4. Delivery of this policy

- 4.1. This policy should be read alongside:
 - Repairs Policy
- 4.2. The effective delivery of this policy including training, guidance and support required by staff for implementation of this policy will be provided by the Homeowner Services Team and Property Management Team.

5. Policy review

- 5.1. We will review this policy at least every three years to make sure it remains relevant and accurate unless:



- Legislation/regulation or industry changes require otherwise, making sure that it continues to meet our aims and industry best practice
- We identify any problems or failures in this procedure as a result of customer and stakeholder feedback, complaints, or findings from any independent organisations.
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VERSION	CHECKED BY	AMENDMENTS	APPROVED AT/BY	DATE OF APPROVAL	PUBLISHED BY	DATE OF REVIEW
1.0	Homeowner Services Manager	New Policy	Board	Nov 24	Office Management	Nov 27

Appendix A – Moving homes

We will meet with you to assess your individual needs and agree the best way to proceed given the circumstances.

Emergency moves - Houses

- If you must move due to an emergency (for example in the event of a fire or flooding) you will need to make arrangements for temporary accommodation while repairs are carried out. You will need to pay the costs up front if necessary and discuss all costs with the buildings insurer.
- Sparrow will put you in direct contact with the buildings insurers and may need to be involved with the discussions with the insurance provider.

Emergency moves - Flats

- If you must move due to an emergency (for example in the event of a fire or flooding) you will need to make arrangements for temporary accommodation while repairs are carried out. You will need to pay the costs up front if necessary and discuss all costs with the buildings insurer.
- Sparrow will put you in direct contact with the buildings insurers and may need to be involved with the discussions with the insurance provider, especially if any insurance claim relates to the building structure and/or more than one flat.
- Sparrow may choose to assist in arranging alternative accommodation if more than one flat is affected by an incident or if the cause of the problem is from a service that Sparrow is responsible for.

Temporary moves - Houses

- Since you are responsible for all repairs and maintenance on your house you will need to decide if you need to access temporary accommodation during any planned repairs or maintenance.

Temporary moves - Flats

- If Sparrow carry out necessary repairs to our building structure or services that require you to move out you will return to your home once the repairs are complete.
- If you cannot stay with family or friends, we will make you a direct offer of accommodation, or make hotel/B&B arrangements for you. If you choose to make your own hotel/B&B arrangements, the cost of the accommodation must be reasonable and agreed with us in advance.
- For medium to long-term periods (over one month) it may be appropriate to find a tenancy in an apartment or house that suits your needs. In this case a Licence Agreement may be used.
- Since temporary moves will be as a result of planned works all costs of your temporary move will form part of the costs of the planned works and recoverable as a service charge.

Permanent moves - Houses

- In normal circumstances a shared-owner moves home by re-selling their property.
- If your house is made permanently uninhabitable we would expect this to be an insurance matter and for any settlement to be agreed between us, you and the buildings insurer.

Permanent moves – Flats

- There may be rare occasions when you will need to move away from your flat on a permanent basis. This could be either in the event of a serious incident or structural issue meaning the building in which your flat is in is no longer inhabitable or in the future if the building requires redevelopment.
- In the event of a serious incident or structural issue rendering the building uninhabitable we would expect this to be an insurance matter and for any settlement to be agreed between us, you and the buildings insurer.
- In the event the building is being redeveloped by Sparrow, we will buy out your stake in the property at full market value and pay you compensation so you can buy or rent on the open market.
- In the event the building is being redeveloped by a third party owner, we will work with you and the third party to agree settlements depending on the interests we hold in the building.
- Any market valuation will be determined by the appointment of an independent RICS qualified surveyor.