



## Staff Accommodation Policy

School update	
Responsible for review of policy	Director of Finance & Operations
Last school update	February 2021 <i>Revised February 2022/April 2022</i>
Governor Sub-Committee approval	
Sub Committee to review and approve	Pastoral
Review Period	3 years
Next Sub-Committee Review	February 2024
Related policies	<a href="#">Code of Conduct for Staff; Disciplinary Policy &amp; Procedure, Policy for Adults Living in Staff Accommodation</a>
Uploaded to Staff Shared	April 2022
Uploaded to Website	

# **Staff Accommodation Policy**

## **1. Introduction**

The purpose of this policy is to set out the provisions and practices in relation to accommodation provided for staff employed at The Royal Masonic School for Girls. This policy describes the School's expectations of Staff and their families who are accommodated in School premises.

## **2. Scope**

This policy applies to all staff who live in school accommodation who are issued with either an assured shorthold Tenancy Agreement (TA) or Service Occupancy Agreement (SOA). SOAs are subject to HMRC guidelines. This policy should be read in conjunction with the TA or SOA and the Policy for Adults living or staying in Staff Accommodation.

## **3. Background**

The School has a mixture of residential properties housing a number of teaching and support staff. The accommodation is owned by the RMIG Endowment Trust who is the property landlord; the School is the tenant and the occupier the sub-tenant or licensee of the School.

These properties are provided for staff as a first priority for either (i) as a recruitment tool or (ii) the better performance of their duties.

Should there be a surplus of accommodation over the current and future forecast needs of the School for these purposes, consideration will be given to the allocation of accommodation to other staff according firstly to the needs of the school and secondly to those of the applicant. This may be on a short-term basis, with as much notice as possible being given to vacate the property if it is needed for a service occupant or for recruitment purposes.

In formulating the policy, the Governors have sought to support the Head in recruiting and retaining high calibre staff and in the running of the School, whilst remaining mindful of their responsibilities as tenants of the Trust's property.

## **4. Allocation**

The allocation of property is decided through an Accommodation Committee, which includes the Head, Director of Finance & Operations, and a representative from HR and meets regularly and as demand requires.

Wherever possible, the most appropriate size/type of property is allocated to the tenant, for example, a one-bedroom flat may be provided to a member of staff who is single or lives with a partner; a cottage or larger flat will be provided if they live with dependent family members. Staff do not have the right to occupy any particular accommodation and it may be necessary to ask tenants to change properties during their tenure in order to best meet the school's requirements.

## **5. Service Occupancy Arrangements**

There will be some roles for which residing on site in school accommodation is contractually required for the essential or better performance of the employee's duties.

In these cases accommodation will be allocated under a service occupancy agreement. Consideration will be given to the needs of the role as well as considering what may be appropriate to their circumstances.

## **6. Tenancy Agreements**

In the case of Tenancy Agreements (where the staff occupant is not required to live on site for the better performance of their duties) the accommodation will be offered for an initial period of no more than 2 years, after which time the tenancy will be reviewed. As the initial tenure comes to an end staff may be offered the opportunity to extend their tenure for one further period of two years. Given the priorities for the school are to use the housing stock as a recruitment tool or for the better performance of duties and to support staff to transition to non- school accommodation it is not envisaged that staff will be able to extend their tenure beyond a maximum four-year period.

If the tenancy is extended, the School reserves the right to review the rent in line with the terms of the TA for the extension period.

## **7. Payments**

Once accommodation is offered to a member of staff, appropriate rent will be payable in the case of a tenancy.

The rents for each type and size of accommodation have been arrived at on a basis that takes into account the externally assessed market rental value of similar properties in the area, as adjusted for factors such as the location being within the school grounds.

All tenants, whether under an SOA or TA, will be required to pay charges relating to Council Tax, water rates and gas/electricity. These may be by direct billing, through a service charge from the school or a combination of these.

Payment of rent and other charges (unless directly billed) are paid by equal monthly instalments and deducted directly from salary.

In line with the terms of the TA/SOA, the School reserves the right to review the rent and service charge annually by reference to RPI.

## **8. Visitors- DBS checks**

All family residents and all regular visitors, over 16 who visit the accommodation are required to have the relevant enhanced DBS check for the safeguarding of the pupils on site. They will be issued with a pass to confirm they have been DBS checked, which can be produced if questioned while on site. These visitors will then be able to come and go to visit as required. Residents must escort any visitor to/from the car park to/from the accommodation and around the school site until the DBS check has been completed. The DBS check can be obtained via the HR Department.

## **9. Pets**

The keeping of pets requires written permission from the DFO on behalf of the School. The DFO will consider several factors including: the type of pet, the safety of pupils and staff, health issues, public liability, the likely risk of nuisance, accommodation type and location, likely benefits to the school. Responsibility for the pet lies with the owner/ resident.

Permission may be revoked at any time if circumstances change.

## **10. Code of Conduct**

Staff, permanent residents and guests are expected to comply with the School's Code of Conduct and Disciplinary Rules at all times and in particular to treat all staff, residents and visitors to the accommodation with neighbourly courtesy.

## **11. Cleaning and Inspection**

Staff accommodation must be kept clean and tidy at all times. Accommodation will be inspected on a regular basis to check for general cleanliness, maintenance issues and Health and Safety compliance. Inspections form an essential part of our efforts to maintain properties at the required standard and notice as set out in the TA/SOA will be given prior to an inspection taking place.

Residents are responsible for the condition and cleanliness of their flat, including furniture, equipment and fittings, and will be charged the cost of replacement /repair of any loss/damage, which is not due to fair wear and tear.

## **12. Alcohol and Illegal Substances**

The School adopts a zero-tolerance policy to drug use and possession and consumption of illegal substances anywhere on site is prohibited. Failure to comply may result in disciplinary action and may lead to Police Action.

Consumption of alcohol is not permitted on site other than within private accommodation, at a school function, or as otherwise agreed, when modest amounts of alcohol may be consumed.

## **13. Noise**

In large communities there will be unavoidable levels of background noise but consideration for your fellow residents will make residences a more enjoyable place to live for all. In light of this permission to change flooring in any property must be sought before any work commences or materials purchased.

## **14. Electoral Registration**

Residents will need to make their own arrangements regarding electoral registration.

## **15. Guests;**

Residents are responsible for the conduct of their guest at all times. The School reserves the right to refuse access to any non- resident if we feel that individual is unable to behave with respect in line with the ethos of the school or if they pose a threat to the welfare of other residents, staff and/or the fabric of the building, its fixtures and fittings .

## **16. When to Vacate**

When staff are vacating School accommodation, it is essential that staff move out in time to allow an orderly transition with the incoming tenant, including time for any necessary works to take place. Non-staff residents of the accommodation will be required to comply with the provisions of related school policies and the appropriate offer letter will give further detail.

However for the avoidance of doubt where a member of staff resides in onsite accommodation and is due to give back possession of the property by reason of termination of employment contract the accommodation agreement (Tenancy or SOA) will end as follows:

- where notice is to expire on 31 December or 30 April the agreement shall end and the Employee shall be required to vacate, within 7 days of the last teaching day of the relevant term;

- where notice is to expire on 31 August the agreement shall end and the Employee shall be required to vacate, no later than 31 July;
- where notice expires at any other time, the licence shall end on termination of their employment contract and the Employee shall be required to vacate promptly, and within 7 days of the termination date.

In the event that employment is suspended, then with the agreement of the School and subject to the terms of that suspension, staff may continue to reside in the Accommodation for four weeks from the date of the start of the suspension, provided always that their continued occupation is not, in the reasonable opinion of the School, incompatible with or detrimental to the terms of the suspension. After four weeks of suspension the accommodation agreement shall end.

## **17. Damage Deposit**

On the commencement of any tenancy or SOA, the School will require the member of staff to pay a deposit (£500 for a cottage; £250 for a flat) which will be refunded at the end of the tenancy, subject to any costs for cleaning or repairs (fair wear and tear accepted).

## **18. Schedule of Condition**

A Schedule of condition recording the condition of the Premises at the outset of the tenancy will be prepared by the School and signed by the Tenant.

## **19. Notice to Quit**

A Notice to Quit may be issued where the behaviour of residents or guests fails to meet the standards required. Examples of such can be found below but the list must not be viewed as exhaustive;

- physical assault
- arson
- tampering with the fire alarm system or any fire safety-related equipment or fitting
- when a criminal offence has occurred e.g. possession of an illegal substance
- when behaviour endangers the welfare of other residents, staff or visitors.

Notice may also be given for non-payment of fees.

## **20. Monitoring and Review**

This policy can be reviewed at any time, but the School will monitor and review this policy automatically on a tri- annual basis.

This policy does not form part of the contract of employment and can be altered at any time as deemed necessary by the School

**April 2022**