

East Kent Hospitals University NHS Foundation Trust

TRUST POLICY

Staff Residential Accommodation Policy

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Author (Title and Care Group):	Intelligent Client
Approving committee:	Accommodation Steering Group
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Applies to (include subsidiary companies):	
Trust staff (specify groups e.g. clinical/non-clinical):	All Service Users, (including its subsidiaries) and employees of organisations hosted by EKHUFT at any of its sites
Subsidiaries	Yes - Beautiful Information Yes - Spencer Private Hospitals
2gether Support Solutions Ltd. as a service provider (hard and soft facilities services)	Yes
Includes references to children/young people	No
Included references to medicines	No

Version Control Schedule

Version	Date	Author	Status	Comment
1.0	22/01/2008	Linen & Accommodation Manager	Superseded	
2.0	07/09/2010	Accommodation Manager	Removed from publication circa 2012	
3.2	12/01/2022	Head of Facilities	Superseded	Policy revised to provide clarity and consistency around key issues (allocation and charging), and generally bring in line with current service needs and provision. Updated to 2022 requirements.
4.0	14/06/2022	Intelligent Client		Updated in consultation with Associate Director of People and Culture

Policy Reviewers

Title and Care Group of Individual	Date Consulted
Associate Director of People & Culture	14 June 2022
Associate Director of Soft Facilities, 2gether Support Solutions	15 June 2022
Facilities Accommodation Manager, 2gether Support Solutions	15 June 2022
Clinical Director for Medical Education	4 July 2022
Associate Director for Medical Education	4 July 2022
Chief Medical Director	23 June 2022
Chief Executive Officer	23 June 2022
Chief Finance Officer	6 July 2022
Chief People Officer	6 July 2022
Chief Nursing and Midwifery Officer	6 July 2022
Chief Operating Officer	6 July 2022
Deputy Chief Operating Officer	6 July 2022
Acting Deputy Chief Nursing Officer	6 July 2022
Deputy Director of Human Resources	6 July 2022
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Clinical Director William Harvey	6 July 2022
Operational Director William Harvey	6 July 2022
Nurse Director William Harvey	6 July 2022
Operational Director Kent and Canterbury Hospital	6 July 2022
Nurse Director QEQM	6 July 2022
Care Group Triumvirates	6 July 2022
Trust Head of Legal Services	6 July 2022
Managing Director of 2gether Support Solutions	6 July 2022
Director of Soft Facilities 2gether Support Solutions	6 July 2022

Name of Committee	Date Reviewed
Accommodation Steering Group	13 July 2022
Policy Authorisation Group	20 July 2022

Summary of Key Changes from Last Approved Version

This version of the policy represents a periodic update and changes to some areas of terminology following changes in the wider NHS.

Associated Documentation

EKHUFT Management of Violence & Aggression Policy
 EKHUFT Health and Safety Policy
 EKHUFT Information Governance Policy
 EKHUFT Information Security Policy
 EKHUFT Lone Worker Policy
 EKHUFT Major Incident Plan
 EKHUFT Freedom to Speak Up Policy
 EKHUFT Anti-Fraud, Bribery and Corruption Policy
 EKHUFT Local Security Procedures
 Residential Accommodation Service Level Agreement with 2gether Support Services

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1. Policy Description

- 1.1. This policy provides a clear set of rules that govern access to and use of the on-site, temporary residential accommodation facilities made available to staff employed by, or by exception those providing services to, the East Kent Hospitals University NHS Foundation Trust (EKHUFT, or the Trust). It will ensure that within the resources available, the Trust provides appropriate, accessible and affordable accommodation for eligible staff.

2. Introduction

- 2.1. The Trust recognises the importance of the provision and effective management of staff accommodation both in terms of its obligations as a teaching Trust and also to support the recruitment and retention of high calibre staff.
- 2.2. Affordable and accessible on-site accommodation allows applicants from outside of the local recruitment area the opportunity to settle in to their post without the added stress of seeking private rented accommodation in an area / country with which they may be unfamiliar. Additional priority will be given to International recruits.
- 2.3. The Trust's university status presents an added obligation to provide accommodation for doctors in training, nursing students, GP trainees, and other student professions.
- 2.4. The backdrop of dynamic clinical pressures also results in a changing landscape in terms of short-notice demand, particularly in respect of locum doctors and agency nurses, as well as on-call schedules across multiple services.
- 2.5. The policy reflects these often competing demands and seeks to provide a framework which allows for accommodation to be provided in line with organisational and mandatory requirements.

3. Definitions

- 3.1. **Assured Shorthold Tenancy (AST)** – within the meaning of the Housing Act 1988 as amended by the Housing Act 1996. Contractual document required for tenancies over one month in duration.
- 3.2. **Common Law Tenancy (CLT)** – In a common law residential tenancy, the tenant's rights and obligations are mainly dependent on the terms agreed between the parties (written into the agreement), they are contractual or "non-statutory contractual tenancies" as opposed to those being regulated by statute.

- 3.3. **License to Occupy (LTO)** - is a personal agreement between a property owner (Licensor) and an occupier (Licensee). Under a License the Licensor provides the Licensee with the non-exclusive possession of a property for a period of time (up to one month or up to six months for medical students).
- 3.4. **Deregulation Act 2015** – Combines legislation in relation to Tenancy deposits, Section 21 Notices and prescribed information as outlined in the Housing Act 2004 Section 213 (5) & (6).
- 3.5. **Homes (Fitness for Human Habitation) Act 2018** - An Act to amend the Landlord and Tenant Act 1985 to require that residential rented accommodation is provided and maintained in a state of fitness for human habitation; and for connected purposes.
- 3.6. **Immigration Act 2014** – Relates to The Right to Rent check that has been a legal requirement since February 2016 when it was rolled out across England. Right to Rent checks requires landlords/agents to determine the immigration status of all prospective adult tenants by checking ID before the start of a tenancy.
- 3.7. **Staff Accommodation** – Residential on-site accommodation within the control of the Trust and situated at each of the three acute sites. Where off-site accommodation is utilised the respective organisation’s policy and terms & conditions will apply.
- 3.8. **OCCAM Room Service** – The software provided to allow users to self-book accommodation, and pay at the point the room allocation is confirmed. Source of management information to assist in effective management and future planning.
- 3.9. **Doctors in Training (DiTs)** – as described within the Terms & Conditions of service for NHS Doctors and Dentists in Training (England) (2016).
- 3.10. **Right to Rent** – There must be checks made that a tenant or lodger can legally rent residential property in England. Before the start of a new tenancy, checks will be made on all tenants aged 18 and over, even if:
 - 3.10.1. They are not named on the tenancy agreement;
 - 3.10.2. There is no tenancy agreement; and
 - 3.10.3. The tenancy agreement is not in writing.

4. Purpose and Scope

- 4.1. This policy sets out the standard for management of and availability of Trust residential accommodation.
- 4.2. This policy is applicable to all staff residing in and responsible for management of Trust residential accommodation.

5. Duties

- 5.1. **The Chief Executive** has overall responsibility for this policy.
- 5.2. **The Director of Strategic Development and Capital Planning / Deputy CEO** has operational responsibility for residential accommodation management and the further development of the service in conjunction with Trust clinical strategy. This Executive also is responsible for agreeing any extensions to tenancy agreements.
- 5.3. **The Associate Director of People & Culture** will provide guidance and may act as an independent decision maker. This Director will also assist in the review of requests to extend the three-month occupancy for International nurses.
- 5.4. **The Senior Commercial Income Manager** has responsibility for the financial performance of the service, capacity planning, and policy development.
- 5.5. **2gether's Accommodation Manager/site Head of Facilities (HoF)** is responsible for overseeing the administrative functions and is the first point of contact for escalated issues and concerns raised by service users.
- 5.6. **2gether's Accommodation Officers** provide the frontline interface with the service users, facilitating enquiries, room bookings, managing keys, raising of invoices and dealing with complaints and service requests.

They will also audit cleaning standards, carry out regular meter readings, line manage the domestics, operate the room booking software, conduct condition surveys and inventory checks, escalate outstanding defect reports, communicate with tenants, liaise with Credit Control to reduce aged debt, pass on arrears for manual invoicing, manage refunds, make additional arrangements to facilitate International Nurses (OSN), such as food welcome packs, bedding packs and issue hard copy documentation specific to the needs of the OSN's.
- 5.7. **The 2gether's Domestics** are responsible for undertaking vacation cleans, stocking linen and inventory stock items, and cleaning of communal areas. In addition, the domestic will report any faults with fixtures and fittings, and any Health & Safety (H&S) hazards identified whilst undertaking their daily tasks.

- 5.8. **Main reception/porter lodge staff** hold keys to enable access out of hours (between 3.30pm and 8am, and all weekend).
- 5.9. **The Finance department (East Kent Finance Consortium)** is responsible for raising ad-hoc invoices and ensuring payment is made via standard credit control procedures. Aged debt will be managed in accordance with relevant Trust policies and in conjunction with the Senior Commercial Income Manager.
- 5.10. **The Estates department (and IT for Wi-Fi issues)** will provide a daily caretaker service and provide specialist support to address all estates defects reported by service users and/or 2gether Support Solutions and monitor compliance with Trust fire and other essential safety regulations.
- 5.11. **Care Group Directors and Managers** have responsibility to be aware of and follow the procedures in this policy and to ensure that all staff have access to this policy. All Managers who manage staff who are seeking accommodation are responsible for ensuring that this policy is adhered to. Care Group Triumvirates will provide any relevant information of any negative to the service, if a request to extend tenancy has been made by a resident in their Care Group.
- 5.12. **Tenants** must ensure AST/LTO documents are read and agreed via the room booking portal, and abide by all prevailing terms & conditions set out within the tenancy agreement and residents welcome pack. They must also familiarise themselves with the fire safety instructions and evacuation procedure for each room. They must ensure the room/block is securely locked whenever leaving accommodation. Keys must be returned no later than 10am on the date of departure to the designated point upon ending their tenancy and the room left in a comparable condition to when it was originally let. Additional charges may be applied to cover damage to a property beyond fair wear and tear, and excessive cleaning.

6. Tenancy Duration

- 6.1. The Trust does recognise that new staff who move to East Kent due to being successfully appointed to a new role, may wish to stay in the Trust's residential accommodation on the main hospital sites, as it can be difficult to know where to start when looking for residential accommodation in the local area. The Trust and its subsidiary 2gether will support all residents during their tenancy in our on-site accommodation, as well as providing advice and guidance to tenants when they need to vacate and find private accommodation in the area.
- 6.2. The demand for residential accommodation is variable and is requested by many people within the Trust. The Trust cannot guarantee to meet all levels of demand

at all times. It is therefore imperative that requests for residential accommodation are prioritised.

- 6.3. Length of stay for medical students will be determined by term time / rotation, with accommodation available for the duration of this period. Students wishing to stay on in accommodation between course rotations, if returning back to the same site, will be allowed to do so providing that there is suitable capacity. The additional cost of the accommodation between rotations must be met by the student directly. Doctors in Training i.e. Foundation Year One (FY1 compulsory resident) will be granted a twelve-month residency. Foundation Year Two (FY2) whilst a compulsory resident will only be entitled to accommodation for a maximum of six months.
- 6.4. In all other cases (with the exception of (INs and FY1s), the maximum length of stay will be six months which is considered adequate time for the tenant to seek and move into private accommodation. If, at the point the tenancy ends, there are extenuating circumstances and capacity is such that an extension can be granted, this may be agreed with a maximum further two-month tenancy arrangement (all of which have a two-month notice clause). However, if capacity is such that an extension cannot be granted tenants will need to vacate without fail. If the resident requires a slightly longer extension (for example if a doctor in training who is moving on to an alternative Trust) this would be considered and agreed by a relevant group of people that includes senior managers (i.e. HR) from the Trust and members from 2gether Support Services' ("2gether") accommodation team.

7. Requesting Extensions to Remain in Trust Accommodation

- 7.1. Any tenant that requests an extension of tenancy beyond their first six months will only be considered if there are extenuating circumstances i.e. long-term ill health / injury which excludes the member of staff seeking other accommodation. If the member of staff is working, this would exclude them from being eligible to remain in Trust accommodation. Any requests due to ill health will only be considered if the resident produces a fit note. Extensions will also be considered for Doctors in Training who are due to move to another Trust. The length of this extension will be determined by the date they commence their new rotation.
- 7.2. Extensions may also be granted if the private landlord withdraws the offer of off-site accommodation no longer than two weeks before the tenant was due to take up residence. Tenants must put their request in writing to 2gether's Accommodation Manager who will present the request to the Executive Management Team.

- 7.3. To facilitate this process 2gether's Accommodation Manager will meet on a regular basis to present these requests to the Executive Management Team.
- 7.4. The Trust will instruct 2gether's accommodation manager to inform the resident if the extension applied for has been granted or denied via a formal letter.
- 7.5. If the decision has been made to extend, then 2gether will make the necessary arrangements to charge the resident appropriately while giving the tenant the appropriate two months' notice.
- 7.6. If the extension has been refused, 2gether will inform the resident accordingly.

8. Room Availability, On Call Rooms and the Right to Refuse Accommodation

- 8.1. Room availability and same sex accommodation cannot be guaranteed. Allocations will be made on a first come first served basis where capacity allows, subject to application of the allocation criteria.
- 8.2. Tenants are expected to comply fully with the terms of the AST/LTO/Common Law Tenancy Agreement. Failure to comply may result in the tenant being issued with notice to quit, meaning that they will be asked to vacate their accommodation.
- 8.3. On-call rooms are typically available between 3pm and 10am the following morning, with the exception of designated 'post-on call rest rooms', which are available from 8am until 2pm.
- 8.4. The Trust reserves the right to refuse accommodation to any applicant regardless of their position within the organisation, subject to the Trust policy in respect of equal opportunities.

9. International Nurses

- 9.1. Nurses who are appointed as International nurses (INs) will be provided with accommodation free of charge for a period of three months only. After that period the Trust requires this cohort of staff to vacate the hospital accommodation and move into private accommodation off site. For clarity, the cost of off-site private accommodation will be the responsibility of the International nurse and will be not paid for by the Trust.
- 9.2. During the three-month term INs are expected to source independent off-site accommodation. If, at the point the tenancy ends, there are extenuating circumstances an extension can be applied for via the Accommodation Manager in 2gether. The extension request will be presented to the Trust. A period of two

weeks only will be granted if the request is due to a withdrawal of private accommodation.

- 9.3. Extenuating circumstances will be limited to long term illness/injury (confirmed by a fit note) and/or if there is written evidence that the IN's private accommodation has been withdrawn (no longer than two weeks before the tenant's vacation date) by the private landlord. (The two-week limit may be extended where the long-term illness/injury prevents the IN from finding alternative accommodation during the period of their illness/injury.) Please refer to sections 7.1 and 7.2.
- 9.4. For International nurses, vacation date reminder emails will be issued to each nurse by 2gether's Accommodation Officer for that site. This reminder aims to prompt a conversation relating to the vacation of their on-site accommodation.
- 9.5. The email will be followed up by a letter two weeks prior to their expected vacated date and another one week prior to their expected vacate date to remind the resident that their three-month tenure is due to expire. Any requests for extensions will be dealt with in the same way as 7.1 and 7.2

10. Room Allocation Criteria

- 10.1. The accommodation is to be used by staff as a temporary base to settle into the local area and start their journey to find external accommodation. Maximum stay in accommodation is six months; any extensions granted are by exception and must be agreed in advance by a relevant group of people that includes senior managers (i.e. Human Resources) from the Trust and members from 2gether Support Services' ("2gether") accommodation team.
- 10.2. The only exceptions to the six months are:
 - 10.2.1. International Nurses (INs), where the stay is three months with any extensions granted by exception;
 - 10.2.2. F1 Doctors in training who will be granted a one-year residency with any extensions granted by exception. See sections 7.1 and 7.2.
- 10.3. The type of accommodation available, with the maximum permitted number of occupants in accommodation, is detailed as follows:

Room Type	Number of People	Comments
Single Room	• 1 adult	
Double Room	• 2 adults	
1 bedded family flat	• 3 people	No more than 2 adults
2-bedroom family flat	• 4 people	No more than 2 adults
3-bedroom family flat	• 6 people	No more than 2 adults

- 10.4. The following categories are recognised as mandatory residents as part of their terms & conditions of employment/study course. The types of accommodation each Care Group entitled to/and the Trust is obliged to provide i.e. single occupancy, family accommodation is detailed as follows:
- 10.4.1. Undergraduate medical students (e.g. Kings College London, St Georges London, St Georges Grenada, University of Antigua) – single room accommodation only;
 - 10.4.2. Doctors on-call or post-on call rest - single room accommodation only;
 - 10.4.3. Post graduate doctor in training (e.g. F1/F2) - single room accommodation only;
 - 10.4.4. GP trainees (all levels) - single room accommodation only;
 - 10.4.5. International Nurses & International Radiographers - single room accommodation only.
- 10.5. Recognising the need to allocate accommodation to other staff groups to aid recruitment into key roles, priority will then be given to new starters/locum/agency (additional priority will be given to International recruits) as follows: Maximum length of stay for Locum & Agency staff will also be six months. Any extensions will be granted by exception in advance. See section 7.1 and 7.2.

11. Allocation of Accommodation by Staff Group

- 11.1. Clinical staff relocating to the UK from International will be allocated accommodation in line with maximum permitted number of occupants.
- 11.2. Clinical staff relocating within the UK and currently living outside of Kent or more than 30 miles from base site, will be allocated a single room. If relocating with their family then family accommodation (in line with the maximum permitted number of occupants) may be allocated if this is available.
- 11.3. Locum / agency staff, where home address is outside of Kent or more than 30 miles from site and short-term locums, shall be provided with on-call rooms when on duty will be allocated a single room.
- 11.4. Any other staff in training e.g. Physiotherapist, Pharmacist, Radiographer, etc., will be allocated a single room. If relocating with their family then family accommodation (in line with the maximum permitted number of occupants) may be allocated if this is available.
- 11.5. Any other Trust employee in a medical/nursing/midwifery/healthcare role will be allocated a single room. If relocating with their family then family accommodation

(in line with the maximum permitted number of occupants) may be allocated if this is available.

- 11.6. Any other Trust employee in a non-clinical role will be allocated as single room. If relocating with their family then family accommodation (in line with the maximum permitted number of occupants) may be allocated if this is available.
- 11.7. Non-Trust staff affiliated with the NHS e.g. SECAMB, KMPT, 2gether Support Solutions, etc. will be allocated a single room. If relocating with their family then family accommodation (in line with the maximum permitted number of occupants) may be allocated if this is available.
- 11.8. The above criteria will be applied consistently across the Trust; however, it is recognised that occasionally exceptional circumstances will arise, in which case the final decision will be made as detailed in 7.3 above.
- 11.9. The allocation criteria can be adjusted in line with emerging needs of the organisation, with any temporary changes signed off by the Trust.
- 11.10. Newly appointed staff who require temporary accommodation whilst a move into the area is completed will be expected to accept accommodation off site, if no on-site accommodation is available. Staff who have a short-term urgent need e.g. domestic problem may be allocated accommodation for up to one month but only if accommodation is available. The exceptional circumstances detailed in this policy will also apply to this group of staff.
- 11.11. A waiting list will be held when demand exceeds availability for any room type. Rooms will be allocated using the new starter criteria as a baseline, with tenants currently in shared flats who require a family flat specifically in order for their partner and/or children to reside with them, receiving additional priority status. Conversely, applicants already living locally off-site will receive no prioritisation since the fundamental purpose of on-site accommodation (for non-mandatory residents) is to facilitate the transition to private sector accommodation.
- 11.12. In the event of a business continuity situation, vacant rooms may be allocated to staff by the site Senior Manager running the Operation Command and Control process. Essential frontline medical staff will be prioritised to ensure key services continue to function. Normal room charges will be waived if staff are asked to remain on site during business continuity. However, normal rates will still apply for those staff who are reside in the Hospital Accommodation with the individual paying unless their department elects to fund their accommodation.
- 11.13. Recruiting managers intending to offer accommodation as part of the recruitment process must first check availability with the 2gether Accommodation Officer and should never assume accommodation capacity is available.

- 11.14. In allocating individual rooms, the 2gether Accommodation Officer will make every effort to keep groups of occupants together / apart as deemed appropriate (e.g. students and locum doctors), and will endeavour to comply with other requests such as for same-gender shared flats, ground floor, etc. although such requests cannot be guaranteed.
- 11.15. The Accommodation Management in 2gether will provide information to each tenant who is required to seek private accommodation to aid in their search, i.e. information on private landlords, letting agencies etc.

12. Charges

- 12.1. Rents vary according to room type, location, and length of stay.
- 12.2. Rents may be increased upon being granted an accommodation extension. Increases will be approved by the Trust. Any increase will be based on similar accommodation in the local private accommodation market.
- 12.3. Rents are reviewed and uplifted annually (between 01 April and 01 July). Changes to rental values will be notified to tenants no less than 30 days prior to implementation.
- 12.4. Rent is inclusive of all utility charges including electric, gas, water, sewerage, council tax, as well as Wi-Fi provision. Car parking is not included as part of the rent and must be organised and paid by the tenant separately.
- 12.5. Rent is to be paid at the point of booking. Salaried Trust employees are expected to pay via ongoing payroll deduction (organised by the 2gether accommodation officer during the booking process). Non-salaried employees pay for the remainder of the current month and up to the end day of the next month by card as when booking, with a recurring card payment for subsequent months.
- 12.6. Certain under graduate student groups have rent paid direct to the Trust via the Medical Education department.
- 12.7. All rooms are chargeable for the entire duration of the booking, (with the exception of International nurses who are provided with three months free accommodation). Periods where the room is not occupied but the room has not been formally vacated (tenancy ended and keys returned) will be charged at the full standard rate. If keys are returned later than 10am on day of departure, an additional night's charge will be applied. Bookings that are made and confirmed will still be charged if keys are not collected, unless adequate prior notice is provided of inability to honour the booking.

- 12.8. Payment of rent is the sole responsibility of the tenant. Where a room is being provided without charge to the tenant e.g. DiTs who are resident on-call (Appendix One refers), the tenant will ensure funding is agreed with the respective Care Group lead/budget holder and is communicated appropriately to the Accommodation Office.
- 12.9. Rooms provided 'free-of-charge' to the tenant on a discretionary basis (non-contract) will be liable to tax (employee benefit) and reported to HMRC via P11D.
- 12.10. Nightly charges for on-call rooms are to be met by the occupant unless the room has been pre-funded by their Care Group. In cases where the on-call arrangement requires the room to be provided free-of-charge to the doctor, i.e. in accordance with the T&Cs for Doctors in Training (2016) (Appendix One), the nightly rental cost will be recharged to the Care Group by a monthly budget virement. If it is considered safer for the occupant to remain on site i.e. for the occupant or for patient care, then the Care Group will fund the cost of the on-call room. Doctors who complete a shift but consider themselves too tired to drive home will be provided with a 'Too Tired to Drive' room, which can be booked via the Accommodation Office at no charge to the member of staff.
- 12.11. Any historic exceptions/local arrangements are superseded by this policy revision 4.
- 12.12. In exceptional cases, Care Groups may choose to pay an individual's rent outside of standard T&Cs of employment, e.g. as a recruitment incentive. In these cases, this will be agreed at the point of booking, and the 2gether Accommodation Officer will process a monthly budget virement. In order for a booking to be processed using virement as a payment option the Accommodation Officer will require an email from an authorising manager detailing:
- 12.12.1. The name of the perspective Tenant or department who are eligible to use the virement code;
 - 12.12.2. Dates for the booking for which the virement code can be used;
 - 12.12.3. The virement code to charge against.
- 12.13. Locums / agency staff are expected to be responsible for their own rent unless an agreement is made at the point of booking for the costs to be covered by the agency. If so, the agency is required to make payment by card using the Accommodation booking system to secure the booking. In exceptional cases, a retrospective invoice may be issued if payment up front has not been secured.
- 12.14. Other charges may apply where the tenant's actions have resulted in additional costs to the Trust. For example, replacement lock/key charges if a key/access

card is lost, and a charge for activating the fire detection alarms (in cases where the tenant is found to have been irresponsible e.g. causing excess smoke when cooking, use of aerosols or hot devices in the vicinity of heat detectors, etc.).

- 12.15. If an underpayment of rent occurs, the Trust will recover any arrears in line with the prevailing Payroll Debtor policy. Similarly, overpayments will be adjusted when brought to the attention of the 2gether accommodation officer. Non-Trust staff with unpaid rent, or employees leaving the Trust, will be contacted by the credit controller to agree repayment terms. The Trust reserves the right to pass any unpaid rent to its appointed debt recovery agents.

13. Trust Obligations

- 13.1. To provide an acceptable standard of accommodation which is accessible 24/7 with a range of room options to meet varying requirements.
- 13.2. To provide a managed service via the Trust's subsidiary, 2gether covering core functions enquiries; bookings; payments; refunds; room access; service issues; and complaints (full details are held within the Accommodation contract specification document).
- 13.3. To ensure that all accommodation is compliant to current (at the time when this document was produced) EPC Legislation (energy performance certificate) and MEES Standards (minimum energy efficiency standards).
- 13.4. To provide to the Tenant all necessary legal documentation required at the commencement of a Tenancy in line with the Deregulation Act 2015 if an AST is being issued:
 - 13.4.1. Valid Landlords Gas Safety Certificate (GSC) (annually)
 - 13.4.2. Valid Electrical Installation Condition Report (EICR) (five yearly)
 - 13.4.3. How to Rent Guide
 - 13.4.4. A copy of the AST signed by both Tenant and Landlord.
- 13.5. To meet the criteria for Fitness for Human Habitation. Courts will decide whether a property is fit for human habitation by considering the matters set out in section 10 of the Landlord and Tenant Act 1985. These are whether:
 - 13.5.1. the building has been neglected and is in a bad condition
 - 13.5.2. the building is unstable
 - 13.5.3. there is a serious problem with damp
 - 13.5.4. it has an unsafe layout
 - 13.5.5. there is not enough natural light

13.5.6. there is not enough ventilation

13.5.7. there is a problem with the supply of hot and cold water

13.5.8. there are problems with the drainage or the lavatories

13.5.9. it is difficult to prepare and cook food or wash up

14. Tenant Obligations: booking, arriving, occupying and vacating

- 14.1. Room bookings must be made in advance via the online portal (https://accommodation.ekhuft.nhs.uk/Accommodation_Portal/). In exceptional cases, including DiTs coming off-shift/late notice locum bookings, emergency rooms may be available out of hours should capacity allow, in which case booking and payment should be made via the alternative portal prior to keys being issued (https://accommodation.ekhuft.nhs.uk/agency_emergencyrooms_portal/). Emergency room keys should be returned the next day by 10am, if Tenants need to remain in accommodation they should seek to make an alternative online booking. Emergency rooms keys should not be retained in place of an ongoing booking. A separate local process exists specifically for post-on call rooms funded by Medical Education.
- 14.2. Landlords are legally required to check the immigration status of all tenants, lodgers and any other adults who will be living in the property. The right to rent check has to take place before the tenancy starts. Therefore, all perspective tenants (with the exception of Medical Students) will be required to provide documents to show they have the right to live in the UK, either permanently or temporarily. Anyone (whether an employee of the Trust or not) residing in Trust accommodation must immediately notify the Accommodation Officer and the Trust of their immigration status changes.
- 14.3. Requests for rooms are not agreed until allocation has been confirmed by the 2gether Accommodation Officer (emergency rooms do not require pre-approval).
- 14.4. Keys will be allocated for collection once the booking has been confirmed and payment made/payroll deduction set up. Tenants will be advised on where to collect keys depending on day/time of arrival. Keys will not be available for collection until after 3:30pm on the first day of the booking and must be returned no later than 10am on the last day of the booking. Keys returned after 10am will result in an additional night's charge being applied at the room rate of the original booking.
- 14.5. Residents must reside at the Trust Accommodation during the whole of the agreed Term.

- 14.6. Tenants must use the Trust Accommodation only as a private residence for their occupation and to at all times seek prior permission via 2gether before allowing anyone else to stay at their accommodation.
- 14.7. Rooms will have been inspected by 2gether, cleaned, fresh bed linen and towels will be provided. Any issues/defects should be reported as per in-room signage or instructions found in the welcome pack (viewable via the online portal).
- 14.8. Staff parking is available at all sites; however, a permit is required. This can be organised in advance via <http://permits.paysmarti.co.uk/acct/eastkenthospitals> (option 5 for locums/agency or option one for Trust salaried staff). Only when a permit has been set up is access to the permit holder car parks allowed. In the interim alternative arrangements (off-site or visitor pay car park) should be used.
- 14.9. Once a room is occupied, the tenant is responsible for cleaning and restocking consumables. 2gether will undertake weekly cleans of communal areas (halls, stairs, lounges, kitchens, WCs, and bathrooms) and emptying of waste. The cleaning of the oven, grill and microwave is not included as part of the weekly contracted clean, residents are expected to clean these appliances themselves following each use as required. In between weekly cleans/waste emptying, tenants are expected to keep communal areas clean and tidy for the benefit of all residents. Maintenance and pest issues should be reported at the earliest opportunity and that failure to do so could result in your eviction from the property or being asked to recompense the Trust for the cost of the necessary remedial action;
- 14.10. Clean bedding is available in each shared flat, and local arrangements are in place for dirty linen to be washed via the Trust's laundry service. Other than the bedding and towels provided by the Trust, tenants are responsible for all personal laundry. Washer/dryers are provided at QEQM, but at K&C and WHH tenants have use of the shared laundry facility (at their own cost).
- 14.11. Family accommodation is entirely self-contained – the tenant is responsible for all cleaning and waste disposal during the period of occupancy. Maintenance and pest issues should be reported at the earliest opportunity, and that failure to do so could result in your eviction from the property or being asked to recompense the Trust for the cost of the necessary remedial action.
- 14.12. Residents work varying shift patterns across the day/night and all tenants are required to be mindful/respectful of this at all times. Residents rent charges are nightly from 3:30pm to 10am and that an additional charge will be applied for residents occupying accommodation outside of this timeframe i.e. in order to book a day sleep would involve booking two nights' stay in accommodation;

- 14.13. Programmed redecoration and minor work within the premises may require access by Estates staff, however, this will be scheduled when rooms are vacant wherever possible, and at other times 48 hours' notice will be provided. Emergency works may require unplanned attendance when such advance notice will not be possible.
- 14.14. Tenants are required to familiarise themselves with the fire safety code and evacuation procedure for each room/block. You must never interfere with any fire safety equipment, including fire extinguishers, fire blankets and fire alarm devices. You must not prop, wedge or otherwise hold open any fire door.
- 14.15. All escape routes and fire exits must be maintained clear of all obstructions and combustible materials at all times.
- 14.16. Use of toasters, smoking and lighting of candles or joss sticks is not permitted. Additional controls are in place and signposted regarding the use of aerosols below heat/smoke detector devices, and ensuring kitchen/bathroom doors are kept closed. Failure to comply with fire safety procedures may result in the immediate termination of the tenancy.
- 14.17. Tenants have a responsibility for the security of the building and safety of all users. The main door must always be locked, windows closed when rooms are unoccupied and keys kept in a safe place. Keys must not be duplicated under any circumstances. Tenants that lose keys or access fobs will be charged for replacements;
- 14.18. Single rooms are for single occupancy only. Guests are permitted but must be escorted off the premises before 11pm. Guests should not be left in rooms whilst the tenant is not present or is on duty;
- 14.19. No pets of any kind are permitted.
- 14.20. Any complaints should be directed to the 2gether Accommodation Officer in the first instance. If unresolved, the matter can be escalated to the Accommodation Manager and then to the Head of Facilities responsible for Accommodation.
- 14.21. If a room is not occupied during the rental period, the rent remains due unless the room is formally vacated and the keys returned. A room rate charge will still be applied to staff who book rooms but fail to arrive, without prior notice being of their non-arrival being provided.
- 14.22. Any occupancy of the Trust Accommodation shall terminate on the earlier if:
 - 14.22.1. in the case of initial rent-free Relocation Accommodation provided to new recruits, automatically after the initial fixed free term of occupancy. 2gether will send a reminder at least three weeks into the agreed stay;

- 14.22.2. with immediate effect and without notice if the tenant ceases to reside in the Trust Accommodation;
 - 14.22.3. if the Tenancy Agreement, Common Law Agreement, License to Occupy is terminated in accordance with the termination provisions of your Tenancy Common Law Agreement, License to Occupy; and/or
 - 14.22.4. in the event that employment at the Trust ceases (for whatever reason). In these circumstances, the tenant's occupancy will end on the date that employment with the Trust terminates.
- 14.23. At the tenancy end date, rooms must be vacated and the keys returned by 10am. If keys are not returned by 10am an additional nights rent will be charged every night until keys are returned. Consistent offenders may be denied access to accommodation for future bookings.
- 14.24. Tenants are expected to leave the rooms in the condition in which they were first occupied. Remedial costs for any damage/defects identified when the room is inspected/cleaned may be charged to the tenant.
- 14.25. Tenants must remove/dispose of all personal property, including food and drink stored in kitchens, fridges and freezers. Any mail should be collected from the relevant post-box / pigeon hole, and contact addresses updated as necessary.

15. Policy Development, Approval and Authorisation

- 15.1. Consultation – this policy has been prepared by the Accommodation Manager and Head of Facilities for Accommodation. There has been direct input from the site-based Accommodation officers and the Trust's Intelligent Client and Associate Director of People and Culture.
- 15.2. Care Group leads with staff who may be service users, Hospital Triumvirates as well as the Director of People and Culture, the Trust's Legal Advisor, and Medical Staffing leads have been consulted on the content, in particular the allocation criteria.
- 15.3. The Policy Authorisation Group has ratified this policy.

16. Review and Revision Arrangements

- 16.1. This policy will be reviewed as scheduled in three years' time unless legislative or other changes necessitate an earlier review.
- 16.2. It will be ratified by the Policy Authorisation Group every three years, or when there are significant changes and/or changes to underpinning legislation in

accordance with the policy for the Development and Management of Trust Policies.

17. Policy Implementation

17.1. The plan for implementation of policy is contained within appendix three.

18. Document Control including Archiving Arrangements

18.1. Archiving of this policy will conform to the Trust's Information Lifecycle and Records Management Policy, which sets out the Trust's policy on the management of its information.

18.2. This policy will be uploaded to the Trust's policy management system.

19. Monitoring Compliance

19.1. Compliance with policy is monitored continuously via 2gether Support Solutions, who in turn are subject to ongoing contractual performance measures by the Trust.

19.2. The Service Level Agreement for Accommodation between the Trust and 2gether will apply to this policy. All key performance indicators will be reviewed on a regular basis at the Trust's Contract Performance Meeting with 2gether.

19.3. In addition, the Contract Management meeting meets to ensure compliance with all 2gether Policies and to discuss and agree exceptions.

20. References

The Accommodation contract specification

OCCAM Room Service portal:

https://accommodation.ekhuft.nhs.uk/Accommodation_Portal/

OCCAM Room Service portal for agency and emergency room use:

https://accommodation.ekhuft.nhs.uk/agency_emergencyrooms_portal/

Trust parking permit portal: <http://permits.paysmarti.co.uk/acct/eastkenthospitals>

Terms and Conditions of service for NHS Doctors and Dentists in Training (England) (2016) [version 3 21 April 2017].

21. Appendices

Appendix 1 – Terms and Conditions of service for Doctors & Dentists in Training (England) (2016)

Schedule 12 states the following principles:

Access to rest facilities

Doctors who are rostered to work a night shift must have access to a space in which to take a meal and other rest breaks. This should ideally be provided in an area away from patients, where possible.

Employers are not required to provide a bedroom for doctors who are rostered to work a night shift.

Where a doctor advises the employer that the doctor feels unable to travel home following a night shift or a long, late shift due to tiredness, the employer shall where possible provide an appropriate rest facility where the doctor can sleep. The hours when the doctor is resting in the hospital under these circumstances will not count as work or working time. Where the provision of an appropriate rest facility is not possible, the employer must make sure that alternative arrangements are in place for the doctor's safe travel home.

Where a doctor is rostered to work on a non-resident on-call working pattern and is required to return to work during the night period, and the doctor considers it unsafe to undertake the return journey home due to concerns over tiredness, the employer shall where possible provide an appropriate rest facility if requested where the doctor can rest. The hours when the doctor is resting in the hospital under these circumstances will not count as work or working time. Where the provision of an appropriate rest facility is not possible, the employer must make sure that alternative arrangements are in place for the doctor's safe travel home.

Where a doctor is rostered to work on a non-resident on-call working pattern and the doctor elects voluntarily, subject to the availability of accommodation, to be resident during the on-call duty period, a charge for any such accommodation shall be made and, provided that prior consent has been given, deducted from the doctor's salary.

Where a doctor is required to work overnight on a resident on-call working pattern, the doctor shall be provided with overnight accommodation for the resident on-call duty period without charge.

Appendix 2 – Equality Analysis

An Equality Analysis not just about addressing discrimination or adverse impact; the policy should also positively promote equal opportunities, improved access, participation in public life and good relations.

Person completing the Analysis	
Name	Marion Clayton
Job title	Intelligent Client
Care Group / Department	2gether Support Solutions
Date completed	23 June 2022
Who will be impacted by this policy?	<input checked="" type="checkbox"/> Staff (EKHUFT) <input type="checkbox"/> Carers <input checked="" type="checkbox"/> Staff (Other) <input type="checkbox"/> Patients <input checked="" type="checkbox"/> Service Users <input type="checkbox"/> Relatives

Assess the impact of the policy on people with different protected characteristics.

When assessing impact, make it clear who will be impacted within the protected characteristic category. For example, it may have a positive impact on women but a neutral impact on men.

Protected characteristic	Characteristic Group	Impact of decision Positive/Neutral/Negative
e.g. Sex	Women Men	Positive Neutral
Age	No Impact	Neutral
Disability (please see additional information below)	No Impact	Positive
Gender reassignment	No Impact	Neutral
Marriage and civil partnership	No Impact	Neutral
Pregnancy and maternity	No Impact	Neutral
Race	No Impact	Neutral
Religion or belief	No Impact	Neutral
Sex	No Impact	Neutral
Sexual orientation	No Impact	Neutral

If there is insufficient evidence to make a decision about the impact of the policy it may be necessary to consult with members of protected characteristic groups to establish how best to meet their needs or to overcome barriers.	
Has there been specific consultation on this policy?	This policy has been circulated to 2gether Support Solutions Accommodation Management Team, the Trust's Accommodation Strategy Group and the Policy Authorisation Group.
Did the consultation analysis reveal any difference in views across the protected characteristics?	No
Disability Protected Characteristic	
We need to ensure that we meet the Accessible Information Standard (AIS) which aims to support people with a disability, sensory loss or impairment to receive information they can understand and any communication support they need. For more information: https://www.ekhuft.nhs.uk/staff/clinical/accessible-information-standard-ais/ https://www.england.nhs.uk/ourwork/patients/accessibleinfo/	

Mitigating negative impact: Where any negative impact has been identified, outline the measures taken to mitigate against it.	There is an Executive Escalation Process within the policy which will mitigate the risk of negativity of this policy's application.
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Conclusion: Advise on the overall equality implications that should be taken into account by the policy approving committee.	There are no adverse implications on equality in approving this policy.
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Appendix 3 – Policy Implementation Plan

To be completed for each version of policy submitted for approval.

Policy Title:	Staff Accommodation Policy
Version Number:	4
Implementation Lead:	Intelligent Client

Staff Groups affected by policy:	All Trust staff groups, 2gether Support Solutions and agency staff.
Subsidiary Companies affected by policy:	2gether Support Solutions have a key role in the implementation of this policy.
Detail changes to current processes or practice:	This updated policy reflects the current correct arrangements in place for updated Accommodation management and process, there should be no significant changes to operational practice or procedures as a result of this policy.
Specify any training requirements:	No specific training requirements.
How will policy changes be communicated to staff groups/ subsidiary companies?	Policy changes will be communicated via trust information management systems and the Strategic Health and Safety Committee.