



## Staff Accommodation Policy

**Category: Referred to Sub-Committee for approval from School**

School update	
Responsible for review of policy	Director of Finance & Operations
Last school update	September 2023
Governor Sub-Committee approval	
Sub Committee to review and approve	Pastoral
Review Period	3 years
Last Sub- Committee review date	N/A School Update Only
Scheduled review	September 2026
Approved by Sub Committee (Meeting date)	
Next Sub-Committee Review	N/A
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	September 2023
Uploaded to Website	September 2023

# Staff Accommodation Policy

## Introduction

- 1.1 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.

## Scope

- 2.1 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.

## Background

- 3.1 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.
- 3.2 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.
- 3.3 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.
- 3.4 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.

## Allocation

- 4.1 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.
- 4.2 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.

## Service Occupancy Arrangements ("SOA")

- 5.1 There will be some roles for which residing on site in school accommodation is contractually required for the essential performance of the employee's duties. In these cases accommodation will be allocated under a service occupancy agreement. SOA's would typically be offered to residential boarding staff and key members of the support team. HMRC guidance will determine whether an SOA is a taxable benefit.

## **Tenancy Agreements**

- 6.1 In the case of Tenancy Agreements (where the staff occupant is not on an SOA), accommodation will usually (where possible) be offered for an **initial period** of 2 years except where the property has been allocated where a surplus existed as per paragraph 3.3. The **agreed initial period** of tenancy agreements will be confirmed in writing prior to occupation. At the end of the initial period allocated, the tenancy will be reviewed. Staff may be offered the opportunity to extend their tenure for a further period of up to two years.
- 6.2 Given the priorities for the school are to use the housing stock as a recruitment tool or for the better performance of duties it is not envisaged that staff will be able to extend their tenure beyond a maximum four-year period except where the following applies:
- 6.2.1 The nature of the role necessitates regular out of hours work throughout the year at very unsociable hours or at short notice to respond to an emergency or an immediate need to action (for example those with monthly out of hours duties).
  - 6.2.2 The nature of the role necessitates significant out of hours work and weekend work (for example a teaching department with many late night performances during a term).
  - 6.2.3 The role significantly supports the boarding school community with regular out of hours work and weekend work (for example a member of staff with weekend duties and overnight duties but not a full time boarding role).

## **Payments**

- 7.1 Once accommodation is offered to a member of staff, appropriate rent will be payable in the case of a tenancy.
- 7.2 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.
- 7.3 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. Service charges include allocation of some costs to maintain communal areas of the building.
- 7.4 Payment of rent and other charges (unless directly billed) are paid by equal monthly instalments and deducted directly from salary. where a tenant vacates a property, the rent will be due pro-rata for the relevant period.
- 7.5 In line with the terms of the TA/SOA, the School reserves the right to review the rent and service charge annually.

## **Visitors- Responsibility for escorting visitors and DBS checks**

- 8.1 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 **Authorised Regular Visitor / Resident Pass** to confirm they have been DBS checked and are authorised to be on the RMS site unescorted, this pass should be produced if questioned while on site. The DBS check can be obtained via the HR Department.

8.2 Residents must escort all visitors to/from the main car park to/from the accommodation and around the school site except where they have been issued with an Authorised Regular Visitor / Resident Pass. For clarity, staff access codes for gates or staff fobs should not be shared with any visitors as this would allow them unescorted access to the site which is prohibited.

8.3 **Failure to escort visitors in line with this policy is a breach of the Staff Accommodation Policy and a breach of the Safeguarding Policy.**

### **Pets**

9.1 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, how many (maximum of 2 per accommodation) 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.

9.2 Dogs should be kept within the boundaries of the staff property and should not be allowed in communal areas of the school accommodation except where retained on a lead and under the control of its owner. This is particularly important where staff live in areas of the school where pupils are present - it will be considered a breach of safeguarding rules if these guidelines are not adhered to.

9.3 Staff should ensure they have the appropriate insurance in place to protect them financially should an incident arise on site between their pet and a pupil, member of staff or the general public.

9.3 Where damage arises within the accommodation or communal areas because of a pet, staff will be asked to pay for damage / repairs. Deductions may also be levied from the Damage Deposit should it be deemed necessary when vacating your accommodation.

9.4 Permission may be revoked at any time if circumstances change.

### **Code of Conduct**

10.1 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.

### **Cleaning and Inspection**

11.1 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.

11.2 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.

### **Alcohol and Illegal Substances**

12.1 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.

12.2 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**

- 16.1 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.
- 16.2 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:
- o where notice is to expire on 31 August, 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;
  - o 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.
- 16.3 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. Responsibilities to maintain property**

The tenant must maintain the property in reasonable condition. Where there is a significant repair required they must advise the school Premises team who will support this. Permission should be sought for any additions / changes to the property such as shelves, blinds.

Where gardens are provided, they must be maintained to an acceptable standard.

## **20. 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
- failure to comply with safeguarding procedures
- failure to comply with procedures for visitor supervision

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

## **21. 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

**September 2023**