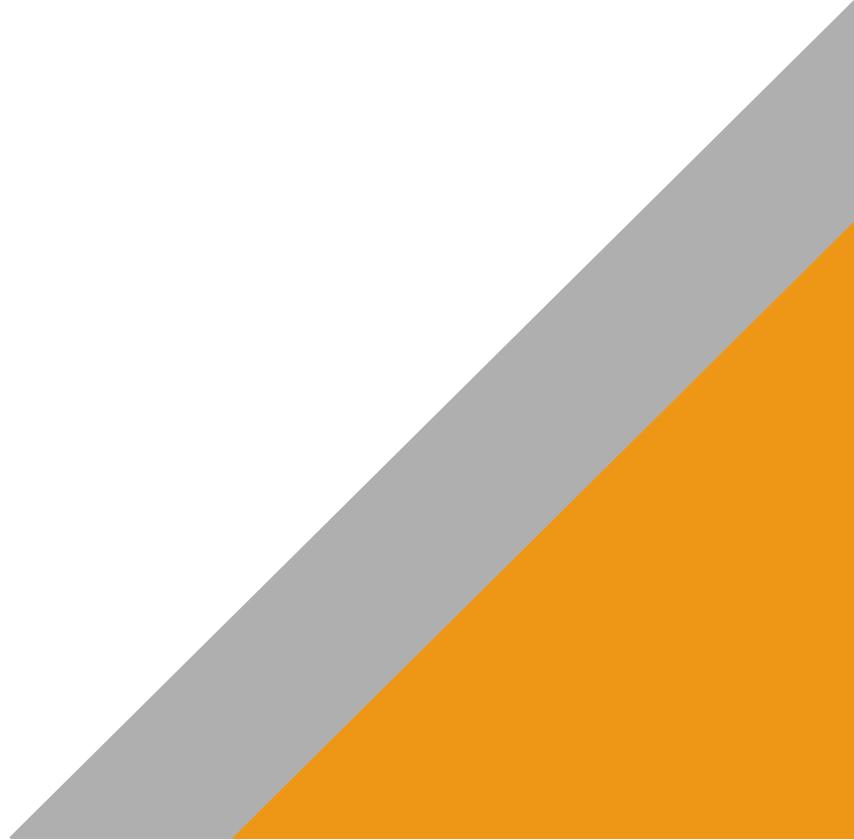




Ukrainian Refugee Policy



Policy:	Provision of Accommodation for Ukrainian Refugees
----------------	---

Compliant with Regulatory Framework:	Yes
Compliant with Business Plan Objectives:	Yes
Compliant with Corporate Plan Objectives:	Yes

Date for Approval:	
Date for Review:	

Responsible Officer for Policy:	Head of Housing Services
--	---------------------------------

	Document Control Summary
Title	Provision of Accommodation for Ukrainian Refugees V3
Date Created	09 th May 2022
Version	1.0
Approved by	SMT/Director/Board: Date:
Staff affected	Housing Staff

Contents		Page
1	Introduction	5
2	Policy Statement	5
4	Procedure	5
Appendices	Appendix 1	7

1 Introduction

As a direct result from the recent outbreak of War within the Ukraine, Tuath Housing is committed to playing its part in assisting with the housing of Ukrainian refugees under the parameters developed via the Department of Housing, Departments of Justice and Foreign Affairs and the Red Cross. Tuath recognises that to help meet this demand and to support Ukrainian refugees that a level of flexibility is required within our existing policies to make available existing bed spaces within our current housing stock available to those in need.

2 Policy Statement

- 2.1 Tuath Housing recognises the humanitarian crisis facing Ukrainian nationals. This policy aims to outline the measures and procedures that Tuath can take to assist with the Housing of Ukrainian refugees within our existing Housing Stock.
- 2.2 Tuath Housing is committed to working with external agencies such as the Red Cross to ensure the effective housing of Ukrainian nationals is achieved in line with the emergency legislative measures that have been introduced by the Departments of Justice and Foreign Affairs.

3 Procedure

- 3.1 To assist with the Housing of Ukrainian refugees Tuath will permit existing Tuath Households who hold a Tuath Tenancy agreement and are under the remit of the Residential Tenancies Board permission to utilise additional and vacant bedspaces for the purposes of providing shelter and accommodation to Ukrainian refugees.
- 3.2 This procedure outlines the steps that Tuath will take after a resident has registered with the Red Cross to provide accommodation via the Red Cross pledging program.
- 3.3 A Tuath resident must contact their Housing Services Coordinator and request permission for utilising their home for the purpose of providing refuge to a Ukrainian refugee. This contact can be made in writing, via email or telephone.
- 3.4 All requests that are received from residents requesting to provide accommodation to a Ukrainian refugee will be logged via a customer care request on the Affinity on the resident's customer account record. The Tuath staff member logging the request will categorise as this as a Resident Care call, with a priority of urgent. The description of the customer care request should begin with: **Request for the Provision of Accommodation for Ukrainian Refugees**. This will allow for reporting and will give the HSCO 48hrs to contact the resident to advise of the next steps.
- 3.5 Prior to making contact, the HSCO will conduct a desktop review of the resident's property and tenancy account on Affinity, the purpose of this review is to establish the following:
 - Number of Bedrooms
 - Number of current residents via review of previous CIS forms
 - ASB and Rent history
 - Review unit inspection history
 - Boiler servicing record
- 3.6 To approve a resident permission to accommodate a Ukrainian refugee they must meet the following criteria:
 - The refugee must have their own private bedroom, and not a shared space
 - The resident must not put them selves in an overcrowding situation
 - There must be no history of ASB
 - Clear rent account
 - The property must be compliant with all safety certs such as Gas Boiler Servicing.
- 3.7 At point of contact, the HSCO will identify if all terms listed in 3.6 are met, if not the application will be refused.
- 3.8 If via the desktop survey and via conversations with the resident, they are deemed as suitable to accommodate a Ukrainian refugee, a visual unit inspection will be agreed.
- 3.9 The HSCO will agree a unit inspection to ensure that the property has been kept in a satisfactory condition and that genuine room and bed spaces are available. This inspection will be logged via Tuath's inspections application and saved to the property record on Affinity.
- 3.10 If under inspection it is highlighted that the space is not satisfactory the tenant will be advised at this point that their application has been refused.
- 3.11 If the property is suitable then permission will be granted by the HSCO to proceed with the signing of Appendix 1,

Special Consent Form.

3.12 Prior to the signing of appendix one the resident agrees to the following:

- The resident will not be overcrowded at any point
- The Refugees will only ever be considered guests or visitors and will not have any tenant rights
- The resident is fully responsible for the conduct of the refugees and any breach of tenancy due to the behaviour of the refugee could result in action being taken against the resident's tenancy agreement.
- Anyone accommodated must be done so via a nomination from the Red Cross, proof must be provided to the Tuath before special consent will be given.
- The resident must be vetted by the Red Cross in advance of a refugee being permitted to reside within a dwelling, proof of acceptance must be provided to Tuath in advance of consent being granted.
- Consent will last for 3 months. Within this period Tuath will have permission on provision of sufficient notice to inspect the dwelling at any time to ensure suitability of accommodation remains. If the property condition dilapidates, existing tenancy clauses will be utilised for remedy and the Red Cross will be notified.
- The agreement will last for a duration of 3 months at the end of which a new agreement must be signed.
- The Tuath resident at no point can charge rent or any levy of any kind to the Ukrainian refugee.
- Tuath reserves the right to remove consent at any time and will be done so via a means of a formal written communication.
- The tenancy agreement supersedes this Appendix 1at all times.

Appendix 1



**Special Consent Form
Tenant request to provide accommodation for Ukrainian refugee**

Tenant Name	
Address of Property	
Name of Person (s) Accommodated	
Local Authority Consent	Yes / No

I, _____, the undersigned tenant of (ADD IN FULL ADDRESS) (“the Property”), seek consent from Tuath Housing to provide accommodation to a refugee(s) considering the current humanitarian crisis in Ukraine.

I confirm that I have read and fully understand and agree to each of the following conditions;

- Permission to provide accommodation is granted by Tuath Housing on the grounds that it will not lead to an overcrowding situation in the Property. Any individual refugee (or two refugees who constitute a co-habiting couple) will have their own private bedroom and will not be asked to share with an existing member of the household. Furthermore, permission is solely granted on the grounds that the property has been inspected in advance and has been deemed suitable by the Irish Red Cross and proof of this process has been provided.
- Permission is granted strictly on the grounds that the refugees are considered guests/visitors/mere licensees of the tenant and on the basis that the refugees will never accrue any rights or entitlements qua tenant.
- The tenant will be fully responsible for the conduct and actions of the refugee(s) and liable for any breach of the tenancy agreement committed by the refugee(s) which may occur. Any breach of tenant obligations by the refugees will result in [insert AHB]
- issuing warnings and/or Notices of Termination, where appropriate, and enforcement thereof through the RTB and the District Court.
- Anyone accommodated under this agreement must be a genuine refugees and must be nominated through the Irish Red Cross. Full details of each refugee must be made available directly to the Housing Officer of Tuath Housing (**HSCO Name**) including proof of identification.
- Any Tenant(s) wishing to accommodate a refugee must be registered and vetted by the Irish Red Cross in advance of any refugee being permitted to enter the property.
- Permission is time-bound and subject to 3 monthly reviews by the HSCO to ensure the accommodation and living conditions remain suitable. The property may be inspected by the HSCO **at any time** during the period of occupation by the Refugee(s) irrespective of whether there are grounds for concern for the welfare of any individual. Reasonable notice for any inspection will be provided save in the event of an emergency. Any refusal to permit an inspection will be considered as a breach of obligations by the Tenant with the attendant consequences for the Tenant.
- The Tenant(s) agrees that they will not, and have no right, to levy any charge or rent relating to any refugee staying in the Property nor will the Tenant be entitled to any compensatory payment whatsoever. In turn, Tuath Housing will not apply any additional charges to the Tenant arising from there being additional occupants in the Property.
- The Tenant understands and accepts that consent for the refugee to temporarily reside in the property may be withdrawn at any time by Tuath Housing including, but not limited to, as a result of any concern arising in relation to the welfare of the Tenant, authorised occupants, refugees, neighbours, the wider community or the Property itself.

- The tenancy agreement, and all obligations thereunder, remains in force and always supersedes this temporary agreement (including for the avoidance of any doubt in the event of any conflict between the two agreements).
- The tenant will inform Tuath Housing if the refugee moves out of the property so that all of the appropriate records can be updated
- The tenant confirms and acknowledges that they have been advised to obtain their own independent legal advice in relation to the content of this agreement and the obligations thereunder before signing.

I hereby consent to Tuath Housing sharing details of this agreement with the Irish Red Cross, An Garda Siochana, or any other relevant agencies, to ensure the safeguarding of all parties referred to in this agreement, including any refugee that stays in the property.

Tenant Signature:

Housing Officer Signature:

Date of Agreement:

Date of Review: