



School Premises Management Handbook Annex B

Annex B

Residential accommodation at Community Schools



Context

Some Community Schools have residential accommodation within their main school site, with additional schools having residential staff who reside in off-site housing.

Policy

The following are the policies of the council with respect to residential accommodation at Community Schools.

1. It is policy of the council not to grant service tenancies
2. When existing residential accommodation next becomes vacant:
 - a. Where it is capable of being sensibly separated from the school site or is off-site, the school will notify the council so that its future use can be ascertained
 - b. Where it is not capable of being sensibly separated from the school site, it will remain part of the school estate with the Governing Body having regard to council guidance as set out below
Decisions about whether the accommodation can be sensibly separated will be taken by the Assistant Director (Schools and Learning) based on the factors set out below. The school will be able to provide their views in writing prior to a decision being made
3. The school will not be able to apply to the council to let accommodation within the school to an individual for residential use. In such circumstances,

where such accommodation or facility becomes available, the school should make efforts for the space to be utilised as part of the school or for a use ancillary to school uses

4. The School will be able to apply to the council to let such accommodation for commercial use to an organisation under a commercial lease or licence by following the guidance below. It is not possible to permit residential lettings as the council can legally only offer secure tenancies with a right to buy or on a service tenancy for caretakers that may require the council to offer social housing on termination

Current occupation of residential accommodation

If residential accommodation is currently:

- ➔ Occupied by an individual under a service tenancy agreement for the better performance of their duties (i.e. by a residential caretaker), the individual is entitled to remain in that accommodation in accordance with their service tenancy agreement. At the end of the service tenancy agreement, the school should notify the council as soon as possible
- ➔ Occupied by an individual under a private tenancy agreement (i.e. not as part of their employment contract and so not for the better performance of their duties).

This is not permitted by the council and the school should notify the council as soon as possible to the existence of such private tenancy agreement

- ➔ Occupied by an organisation under a lease or license, the school shall notify the council as soon as possible to the existence of such lease or licence. Only the council can grant such lettings, so the council must be able to check the terms of such lease or licence and confirm the terms meets the council's requirements for a commercial letting
- ➔ Occupied by an individual or organisation without currently valid documentation (i.e. where a lease / license / tenancy agreement has either never been completed or has expired) the school must contact the council immediately so the situation can be investigated
- ➔ The School must advise the council of any such agreement whether in writing or otherwise as the council needs to check if the lease or licence needs to be regularised, planning permission obtained retrospectively, business rates applied in lieu of council tax and that the school and council's responsibilities are correctly apportioned

Roles and responsibilities

Where residential accommodation is occupied by an individual under a service tenancy agreement for residential purposes, the Governing Body is responsible for:

1. Ensuring there is an appropriate tenancy agreement in place, issued by the council and signed by the occupant and the Governing Body (with a copy returned to the council to enable HMRC reporting)
2. Complying with the responsibilities of the school and council within the tenancy agreement
3. Ensuring the tenant complies with their responsibilities as set out in the tenancy agreement
4. Ensuring all statutory tests, inspections and servicing required of a landlord letting out a residential property are undertaken
5. Ensuring any non-compliance identified by tests, inspections or services is urgently remedied
6. Ensuring any recommendations from tests, inspections, or services are given due regard in the school's priority and budget setting processes
7. Undertaking maintenance as required by the

tenancy agreement and/or by the responsibilities of the school as set out in this section

8. Identifying and raising with the council any required works that fall within the council's responsibilities as set out in this section

Where residential accommodation is occupied by an organisation, the Governing Body is responsible for:

1. Ensuring there is an appropriate lease or license agreement in place issued by the council and signed by the occupant and the Governing Body (with a copy returned to the council), and meeting the incurred legal costs for this work
2. Complying with the responsibilities of the school and council within the lease or license
3. Ensuring the tenant complies with their responsibilities as set out in the lease or license
4. Ensuring all statutory tests, inspections or servicing required of a landlord letting out a commercial property are undertaken
5. Ensuring any non-compliance identified by tests, inspections, or services is urgently remedied
6. Ensuring any recommendations from tests, inspections, or services are given due regard in the school's priority and budget setting processes
7. Undertaking maintenance as required by the lease or license and/or by the responsibilities of the school as set out in this section
8. Identifying and raising with the council any required works that fall within the council's responsibilities as set out in this section

The council is responsible for:

1. Drafting the legal documents for occupation (tenancy agreement, lease or license) and completing those documents once they are agreed
2. Providing advice to the school regarding their responsibilities under the tenancy agreement, lease or license
3. Funding and managing works within its areas of responsibility (as set out below), including complying with any relevant requirements of the tenancy agreement, lease or license

The following table summarises the responsibilities of the school and council with regarding to maintenance and improvement of the accommodation.

Topic / area	School	Council
Roof and associated fittings	Inspect, ongoing maintenance /repairs to extend life	Major repair or renewal
Windows	Inspect, ongoing maintenance /repairs to extend life	Major repair or renewal
External walls	Inspect, ongoing maintenance /repairs to extend life	Major repair or renewal
Internal walls, doors, ceilings and floors	Inspect, ongoing maintenance /repairs to extend life	Major repair or renewal
Redecoration (internal and external)	Full responsibility	No responsibility (except as far as required by other projects)
Heating system	Service, ongoing maintenance /repairs, individual radiator replacement	Major repair or renewal
Electrics	Service, ongoing maintenance /repairs	Major repair or renewal
Water and gas	Service, ongoing maintenance /repairs	Major repair or renewal
External paths / garden, etc	Full responsibility	No responsibility
Boundary to school site	Full responsibility	No responsibility
External boundary to third party sites	Ongoing maintenance and repair	Major works only
Asbestos	The school is responsible for their AMP, surveys, re-inspections, updating registers and assisting with the safe removal of asbestos subject to council approval	Removal within council work
Kitchen equipment	Full responsibility	No responsibility

Broadly speaking, if something needs doing approximately every 10 years or less, it is school responsibility. If it generally requires doing less frequently then it is council responsibility.

Inspections, tests and servicing requirements

The Governing Body is responsible for organising and paying for statutory tests, inspections or servicing that a landlord of residential or commercial accommodation (depending whether the accommodation is occupied by a residential or commercial tenant) is required to undertake.

Factors for determining future responsibility once vacant

The Head Teacher must inform the council's Strategic Property Unit and Assistant Director Schools and Learning by email to

 corporatepropertyservices@haringey.gov.uk

as soon as they are aware that existing residential accommodation whether used by a caretaker or other persons or organisations will be vacated.

The Haringey Council Assistant Director (Schools and Learning) will engage with the Head Teacher to consider whether the residential accommodation can be sensibly separated from the rest of the school. This will consider the following factors:

- ➔ Corporate input from HR, Legal, Finance and Property
- ➔ Access to and egress from the property
- ➔ Utilities infrastructure and metering
- ➔ Safeguarding implications if the accommodation was separated
- ➔ Operational implications if the accommodation was separated
- ➔ Potential implications for future site redevelopment if the accommodation was separated

In considering these factors, the more 'separate' the accommodation is, the more likely the accommodation would be transferred to the council.

To give some examples:

- ➔ Residential accommodation that is a flat within a school building or a house/premises that are completely surrounded by school site, where access to/egress from it is only possible through the playground and/or school buildings, would remain with the school
- ➔ A house that is not physically part of or adjacent to the school site, and is completely independent of the school regarding infrastructure, would be considered by the council to ascertain future use
- ➔ A house on the edge of the school site, where it could be separately accessed and is or could be made independent in terms of utility infrastructure and where there are not unacceptable adverse implications for safeguarding/operations/future developments, would be considered by the council to ascertain future use which may include to remain part of the school

Determining future use if accommodation is to remain part of the school

If existing residential accommodation is to be part of the school, the Governing Body will have responsibility for determining its future use. Broadly speaking, choices will be to:

1. Convert to commercial accommodation and let out via a lease or license
2. Convert for curriculum use

If this decision is made the school will need to meet any costs incurred as a result of changing the accommodation to make it suitable for its intended future use, which may include required changes to services and/or fire precautions since the standards are different for residential, educational and commercial use. The school will need to meet the council's Town Planning and legal costs for completing any necessary relevant legal agreement required for the future intended use.

3. It may be possible to seek consent for the building to be handed back to the council for social housing use if the school does not wish to accept the liabilities of retaining the house for school use

If the school intends to let the accommodation to organisation(s) commercially, such use is subject to the following constraints:

1. Use must be compatible with the primary function of the site as a school. Specifically, any use by third party organisations would be expected to be exclusively by organisations that primarily work with children or families, and where staff would be routinely DBS'd by their employing organisation
2. Occupation of the accommodation must be documented, with no occupation until the relevant lease or license has been signed by both parties, town planning consent and Building Regulations consent obtained and any lease completed by the Haringey Council legal department. Except in exceptional circumstances (confirmed in writing by the Assistant Director (Schools and Learning), Haringey's legal department will not grant:
 - a. leases or licenses of longer than 6 years
 - b. leases or licenses that do not include appropriate break clause provisions for each party, and that do not include appropriate clauses requiring compliance with the reasonable requests of the school regarding safeguarding and health and safety.
3. Once a commercial tenant is in occupation, the school is responsible for:
 - a. complying with its obligations under the lease or license
 - b. ensuring the tenant complies with their obligations under the lease or licence
 - c. collecting any rent and other monies due (and establishing a fund from this to help offset the financial impacts of the schools' obligations under the lease or license)



Additional Resources

Traded Services for Schools



www.tradedservices.haringey.gov.uk/contacts

Haringey Governors Online

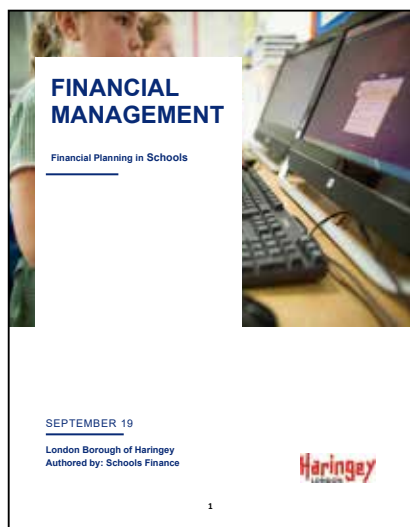


www.governors.haringey.gov.uk

School Financial Procedure Manual

This Manual contains operational guidance for schools' finance and related subjects.

Visit the school finance pages and download your copy at www.haringey.gov.uk



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