

Joint Working Agreement on the Prevention of Homelessness

Working with
Citizens Advice Bureaux | Independent advice agencies | Local housing authorities
to help prevent homelessness through the provision of timely, quality housing advice.



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The NHAS model for joint working between local housing authorities and independent advice agencies on the prevention of homelessness

1.0 Introduction to the NHAS

- 1.1 The NHAS is a partnership between Citizens Advice and Shelter, formed to ensure that high quality advice about homelessness prevention is given through the network of Citizens Advice Bureaux and other voluntary agencies across England. The NHAS provides expert consultancy advice, training and information services relating to housing and homelessness law and practice, to the participating agencies.
- 1.2 To support this work, NHAS receives funding from the Communities and Local Government (CLG) Department.
- 1.3 Shelter, Citizens Advice and the CLG are very aware of the vital role that local authorities have in providing financial grant support to local advice agencies, such as Citizens Advice Bureaux, and other charities, which can provide independent information, advice and direct support services to people who are homeless or at risk of homelessness. Such funding is often 'core' funding, and is the basis upon which other funders grant additional resources, and without which, the agency could not continue to operate.
- 1.4 The NHAS has three key objectives.
 1. Increased numbers of clients whose homelessness has been prevented as a result of receiving timely housing advice or assistance
 2. Provision of second tier consultancy and training to support the delivery of consistent, high quality frontline housing advice, which, in turn, can prevent and alleviate homelessness
 3. A reduction in the number of homelessness cases that have to be taken to court, as a result of the development of joint working between housing authorities and local advice agencies.
- 1.5 The NHAS supports a collaborative approach between advice agencies and housing authorities. The NHAS will facilitate a constructive dialogue between local housing authorities and voluntary agencies, to seek effective solutions to prevent people losing their homes and assist them in resolving their housing issues.

1.6 The NHAS aims to meet every local housing authority in England on an annual basis, in order to: foster better relationships; establish good systems for communication and information sharing; discuss effective ways of minimising potential disputes; and develop joint solutions to ensure that services enable people to resolve their housing problems in ways appropriate to their circumstances.

2.0 Preamble to the NHAS Model Joint Working Agreement

2.1 The NHAS is committed to the development of Model Joint Working Agreements between local housing authorities and independent advice agencies to facilitate the prevention of homelessness.

2.2 The NHAS Model Joint Working Agreement provides a structure for the development and promotion of best practice, demonstrating a joint commitment from independent advice agencies and housing authorities to work together. The Agreement provides an opportunity to establish collaborative working practices to include effective arrangements for communication, liaison and problem resolution, and improved understanding of the respective responsibilities of each organisation.

2.3 Through improved communication, the NHAS believes that both the voluntary and the statutory sectors can best fulfil their respective roles in the process of providing housing advice, information and support services to clients who are either homeless or at risk of losing their homes.

2.4 The NHAS Model Joint Working Agreement sets out minimum standards for the joint operation of homelessness prevention advice within the authority's district. The Agreement may be used as the basis for enhanced local agreements, which reflect local circumstances. It will be reviewed regularly to ensure the Agreement continues to achieve the development of local homelessness prevention practice.

2.5 In any local housing authority district, the following may be parties to an NHAS Model Joint Working Agreement:

2.5.1 The local authority housing department; the Citizens Advice Bureau; other Independent advice agencies that are NHAS members; Shelter Housing Aid Centres; independent housing aid centres. The inclusion of these organisations will be facilitated by NHAS staff.

2.5.2 Other appropriate organisations may be added to the NHAS Model Joint Working Agreement, with the agreement of all the original signatories, but will not be facilitated by the NHAS, with the exception of the provision of updated documents. Inclusion of other organisations as parties to the agreement does not imply their membership of the NHAS: applications for membership from eligible organisations are welcome, but will proceed through the normal process. Appropriate additional parties to the Agreement include, but are not confined to: advice providers; accommodation providers; agencies that make or accept referrals to or from the housing authority.

2.5.3. Where additional organisations become parties to the NHAS Model Joint Working Agreement, the original parties will ensure that the new organisations are able to operate appropriately within the Agreement. The original parties will be responsible for negotiating any amendments necessary to enable new parties to participate fully in the Agreement and any Operational Protocols already signed. Amendments and additions to cover the participation of additional organisations, where these are not adequately covered in the original Agreement, should be contained within Appendix II *Additional arrangements*. [If Appendix II has been agreed, the original document should be appended to this Agreement and read as part of the Agreement.]

2.6 The NHAS is committed to working with local housing authorities and independent advice agencies that have signed a local NHAS Model Joint Working Agreement, to facilitate the development and adoption of Operational Protocols based on models provided by the NHAS.

The NHAS Model Joint Working Agreement on the Prevention of Homelessness

1.0 Promoting the relationship between the housing authority and local independent advice agencies

- 1.1 This Agreement is intended to establish and develop liaison between [name of authority] housing services and [name of bureau] Citizens Advice Bureau [add in name(s) of any other party(is) to the Agreement]. It aims to promote good practice, dialogue and joint working in the provision and delivery of housing advice and services to those in housing need.
- 1.2 The Agreement provides a basis for continuous improvement in service delivery by promoting best practice and the adoption of effective service provision when people seek help to resolve their housing issues.

2.0 Context in which the NHAS Model Joint Working Agreement operates

- 2.1 This Agreement operates in the context of the following:
- Part VII Housing Act 1996, as amended by the Homelessness Act 2002;
 - case law;
 - the Homelessness Code of Guidance issued to local authorities by CLG;
 - the CLG's support for activity to prevent homelessness by local authorities, including requirements under P1E reporting or other agreed monitoring or reporting arrangements; and
 - the commitment of Citizens Advice and Shelter to the prevention and relief of homelessness through effective advice.

3.0 Overall aims of the NHAS Model Joint Working Agreement

3.1 The overall aims of this Agreement are:

- To foster constructive working relationships in order to effectively and efficiently achieve the most appropriate resolution of cases involving those who are homeless or threatened with homelessness
- To build confidence in joint working arrangements between local advice agencies and local housing authorities
- To maximise the effectiveness of authorities and advice agencies in developing services to facilitate homelessness prevention
- To initiate and/or improve systems for information sharing, common monitoring and referral
- To achieve a reduction in the use of legal proceedings to resolve disputes in housing and homelessness cases, through the achievement the aims listed in the points above.

4.0 Common objectives of the parties to the NHAS Model Joint Working Agreement

4.1 We recognise that housing authorities and the independent advice sector have common objectives in our work to prevent homelessness and help people in housing need.

4.2 Our common objectives within this Agreement are as follows:

- To improve services for homeless people and maximise the effectiveness of homelessness prevention advice
- To work cooperatively within the context of the current legal framework to provide the highest quality housing advice services
- To achieve the best outcomes for people in housing need
- To ensure that those who are homeless or threatened with homelessness or have other housing issues, are enabled to make informed decisions about their housing options
- To liaise and consult effectively with each other in the delivery of services to people who are homeless and those in housing need, including the operation of other strategies relevant to the delivery of services to people who are homeless and those in housing need.

5.0 Development of NHAS Model Operational Protocols to enhance joint working in specific areas

5.1 We are committed to building upon this Agreement by working to develop these joint working arrangements in the following Operational Protocols:

- Joint Review Meetings
- Information Sharing
- Referral Arrangements
- Dispute Resolution
- Personal Housing Advice Plans
- Monitoring and Reporting.

5.2 Where Operational Protocols have been agreed, the original documents shall be appended to this Agreement.

6.0 A shared approach to homelessness prevention, housing options and homelessness advice and assistance

6.1 We acknowledge that there are a number of identifiable stages in a housing problem, in which timely advice and intervention can prevent people from losing their homes. These are outlined in points 6.2 to 6.5, below.

6.2 **Early identification and intervention:** providing early advice, assistance and support, to those at risk of future homelessness.

6.3 **Pre-crisis intervention:** providing advice, assistance and support to those at imminent risk of homelessness, to prevent homelessness or to delay homelessness to allow time to find other solutions.

6.4 **Crisis intervention:** providing advice, assistance and support to those who are homeless on presentation or will be homeless within 28 days of presentation, to enable a homeless application under Part VII Housing Act 1996 to be made. Where a homelessness application has been made, and where it is appropriate to the client's needs, additional casework interventions may be provided to seek an alternative resolution of the homelessness, either by its prevention or by securing suitable alternative housing, before the full homelessness duty is owed.

6.5 **Prevention of recurring homelessness:** providing advice, assistance and support to those who have been homeless, to secure sustainable accommodation and prevent them from becoming homeless again.

7.0 Client care and involvement

- 7.1 Every effort will be made to ensure the client's full understanding and involvement when accessing services from any party to this Agreement.
- 7.2 Clients will be given advice and assistance that allows them to understand the impact of any option offered to them in connection with their housing or homelessness issue.
- 7.3 Any personal information about a client will only be shared between the parties to this Agreement with the full knowledge and consent of the client in accordance with data protection legislation. Arrangements for sharing client information should be included in the Operational Protocol *Information Sharing*. [If this Operational Protocol has been agreed, the original document should be appended to this Agreement.]

8.0 Lines of communication for discussion of issues arising from the operation of the NHAS Model Joint Working Agreement

- 8.1 We agree to provide the names and contact details of all relevant managers or supervisors, as follows, and to inform each other of changes to these details:

For [insert name of housing authority]:

Name:

Title:

Direct telephone number:

E-mail address:

For [insert name of bureau]:

Name:

Title:

Direct telephone number:

E-mail address:

For [insert name of other advice agency]:

Name:

Title:

Direct telephone number:

E-mail address:

8.2 We nominate the following supervisory personnel to provide the first point of contact when another party needs to discuss issues arising from the operation of this Agreement in relation to a housing case:

For [insert name of housing authority]:

Name:

Title:

Direct telephone number:

E-mail address:

For [insert name of bureau]:

Name:

Title:

Direct telephone number:

E-mail address:

For [insert name of other advice agency]:

Name:

Title:

Direct telephone number:

E-mail address:

8.3 We agree to respond (see Appendix I *Glossary of terms*) to routine (see Appendix I *Glossary of terms*) enquiries from other parties to this Agreement within [insert number agreed – to be agreed locally: NHAS recommendation is maximum of 5 working days] of working days.

8.4 We agree the following arrangements to enable communication on routine (see Appendix I *Glossary of terms*) cases, which must include the consent of the client. [Insert details of agreed arrangements, which should not be onerous on any of the parties.]

8.4.1

8.4.2

8.5 We agree to respond to urgent (see Appendix I *Glossary of terms*) enquiries from other parties to this Agreement within [insert number agreed – to be agreed locally: NHAS recommendation is one hour during office hours].

8.6 We agree the following arrangements to enable communication on urgent (see Appendix I *Glossary of terms*) cases, which must include the consent of the client. **[Insert details of agreed arrangements, which should not be onerous on any of the parties, but which must enable contact and response within the urgent timescale. Separate arrangements should be agreed for contact during office hours and out of hours contact.]**

8.6.1 Arrangements during office hours

8.6.2 Out of hours arrangements

9.0 Liaison between the parties to the NHAS Model Joint Working Agreement

9.1 We will advise each other of changes to the way our housing and housing advice services are delivered, particularly where these changes are likely to impact on clients. Where changes are likely to be significant, we will consult with each other at an early stage on any likely impact and take specific concerns into account when planning services.

9.2 Feedback on the operation of this Agreement will form part of the annual meeting facilitated by the NHAS, and will have the purposes and agenda set out in the Operational Protocol *Joint Review Meetings*. **[If this Protocol has been agreed, the original document should be appended to this Agreement.]** Additionally, joint working may be discussed at regularly scheduled liaison meetings or other appropriate meetings or forums.

10.0 Consultation with local advice agencies

10.1 The housing authority agrees to consult the independent advice agencies that are party to this Agreement on any review of policies or procedures regarding housing advice, which may be conducted by the authority.

10.2 The independent advice agencies that are party to this Agreement will provide the housing authority with any evidence they have gathered relating to the impact of the authority's delivery of housing advice services or changes to policies or procedures regarding housing advice services. Evidence may also include information about other local landlords, housing problems and issues, which may affect housing and homelessness prevention strategies and services.

11.0 Information sharing

11.1 Information about a client is shared, with the client's consent, between the parties to this Agreement for the benefit of the client.

11.2 Information about a client may be shared in order to:

- achieve an appropriate resolution of the client's housing or homelessness/threatened with homelessness situation; and/or
- avoid duplication of advice provision where homeless people or people in housing need may present to more than one agency for advice; and/or
- review the operation of this Agreement and any Operational Protocols between the parties, in relation to the client's particular case or in the wider context (the client is to be anonymous in these discussions).

11.3 Information will be shared following agreed procedures, as set out in the Operational Protocol *Information Sharing*. [If this Operational Protocol has been agreed, the original document should be appended to this Agreement.]

11.4 Information will be exchanged without charge between the parties to this Agreement, where this relates to the provision of advice or support to a client. The parties agree that the level of information requested will be proportionate and relevant to the proper pursuit of the client's case, and that the information provided will be full and complete. Details of the arrangements for request and supply of information will be included in the Operational Protocol *Information Sharing*. [If this Operational Protocol has been agreed, the original document should be appended to this Agreement.]

11.5 For routine (see Appendix I *Glossary of terms*) cases information will be made available within [insert number agreed – to be agreed locally although NHAS recommends a maximum of 5 working days] of working days.

11.6 Where the need for information is urgent (see Appendix I *Glossary of terms*) in the view of the party initiating contact, the process for provision of it is as follows: [Insert details of agreed arrangements, which should not be onerous on any of the parties, but which must be commensurate with responses within the urgent timescale – see 8.6.]

11.6.1

11.6.2

12.0 P1E returns and advice agency outcomes

12.1 There are two situations in which homelessness may be recorded as 'prevented' against P1E returns. These are set out in the CLG document *P1E Homeless prevention guidance April 2008*.

12.1.1 The first situation occurs in cases in which homelessness is prevented through positive action (as defined in the guidance), including casework, by any party to this agreement, before the requirement to accept an application under s183 Part VII Housing Act 1996, that is, before there is reason to believe that the household is homeless or threatened with homelessness within 28 days.

12.1.2 The second is in cases in which an application has been accepted under s183 but homelessness has been prevented through positive action (as defined), including casework, to retain the accommodation or secure suitable alternative accommodation before the s184 decision on the application is made. In this situation, the decision on the application will be recorded as 'not homeless'.

12.2 In addition, P1E returns allow for reporting of the relief of homelessness by securing alternative accommodation for a client who has already become homeless. Where the housing authority has notified the client of a decision under s184 that s/he is homeless, homelessness will be relieved in any of the circumstances in paragraphs 12.2.1 to 12.2.3. The positive action taken in this regard must be over and above the authority's statutory obligations in these circumstances.

12.2.1 The authority has accepted a duty under s 192 that the client is unintentionally homeless and not in priority need.

12.2.2 The authority has accepted a duty under s192 that the client is intentionally homeless and not in priority need

12.2.3 The authority has accepted a duty under s190(2) that the client is intentionally homeless and in priority need.

12.3 An independent advice agency funded under s179 Housing Act 1996, may report outcomes in either of these situations to the local authority for inclusion in recording against P1E. Where these outcomes have not been reported prior to this Agreement, discussions on the inclusion of an agency under paragraph 12.2.1 will include the capacity and limitations of current reporting systems within the agency, the reporting requirements of other funders of the agency and issues of resource.

12.3.1 Under this agreement, the following advice agencies are funded under s179 and will report under P1E: **[Write in agencies or delete sentence, if not applicable.]**

12.4 As an alternative, where not funded under s179, an independent advice agency that is a party to this Agreement, may report outcomes to the housing authority in a form that is agreed by the parties. These outcomes may be included in recording against P1E returns, where this is agreed between the parties. Where these outcomes have not been reported prior to this Agreement, discussions on the inclusion of an agency under paragraph 12.3.1 will include the capacity and limitations of current reporting systems within the agency, the reporting requirements of other funders of the agency and issues of resource.

12.4.1 Under this Agreement, the following advice agencies not funded under s179 will report outcomes in an agreed form to the authority: **[Write in agencies or delete sentence, if not applicable.]**

12.4.2 Under this Agreement, the following advice agencies not funded under s179 will report outcomes in an agreed form to the authority for inclusion on P1E returns: **[Write in agencies or delete sentence, if not applicable.]**

12.5 Where an independent advice agency that is party to this Agreement reports prevention actions and outcomes that are to be recorded against P1E returns, these will be for cases in which casework that includes a positive action, as defined in CLG guidance, results in an outcome of homelessness being prevented in either of the situations described in 12.1 for a period of at least six months. Advice and information to a client about her/his rights or options, where there is no casework intervention involving a third party, for example a landlord, housing benefit office, lender or court, can not be recorded against P1E returns.

12.6 Where an independent advice agency that is party to this Agreement reports prevention actions and outcomes that are to be recorded against P1E returns, these will be verified by the named supervisor or an adviser not directly involved in the case, as required by the P1E guidance.

12.7 Details of any agreed system for recording and reporting prevention against P1E, which must conform to the requirements of CLG guidance, will be included in the Operational Protocol *Monitoring and Reporting*. [If this Operational Protocol has been agreed, the original document should be appended to this Agreement.]

13.0 Responsibilities of each party to the NHAS Model Joint Working Agreement

13.1 Whilst acknowledging common objectives, we also recognise that each party has distinct and different responsibilities.

13.2 In the context of this agreement, the local authority will:

- make every effort to assist people to retain their homes, where this is safe and appropriate, or to move to suitable alternative housing, when the home can not be retained; *and*
- ensure that services are in place to prevent homelessness, including signposting people to independent advice regarding their housing options; *and*
- operate within the legal framework to ensure homelessness or housing issues are resolved appropriately, including identifying when a homelessness duty under Part VII Housing Act 1996 has been triggered; *and*
- ensure that recognised quality of advice standards are established and/or maintained within their own housing advice services; *and*
- ensure that staff who give housing advice undertake recognised training in housing law and practice.

13.3 The advice agency or agencies will:

- provide independent advice to, and act impartially on behalf of, the clients who approach them for housing advice to ensure that they receive their full legal rights; *and*
- ensure independent advice services are accessible to people in housing need, so enabling people to access timely housing advice, to help people retain their homes where appropriate; *and*
- ensure that recognised quality of advice standards are established and/or maintained within their own housing advice services; *and*
- ensure that staff and volunteers who give housing advice undertake recognised training in housing law and practice.

14.0 Signatories to the NHAS Model Joint Working Agreement:

For [insert name of local authority]:

Signature:

Date:

[name, title]

For [insert name of bureau]

Signature:

Date:

[name, title]

For [inset name of other advice agency]

Signature:

Date:

[name, title]

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