**Accommodation for Ukrainian refugees**

**Issues & checklist**

1. This document is intended to aid occupiers of Church of England property of different kinds who consider that they may wish to offer accommodation to guest refugees from the invasion of Ukraine. It is important that those who may wish to take this step think through the issues which are set out here and form a view whether it is appropriate for their particular circumstances. We cannot give legal advice to property occupiers, and anyone thinking of offering accommodation is advised to seek appropriate professional advice.
2. At the foot of this document we set out a number of potential scenarios which property occupiers may wish to consider.
3. Alongside this document please read this [toolkit](https://www.churchofengland.org/media/26781) of information which Ben Ryan (National Public Policy Adviser) and others have put together.
4. We may update this document as further information and guidance becomes available.
5. **Am I suitable to be a sponsor?**
6. The government has set out [suitability requirements](https://www.gov.uk/guidance/homes-for-ukraine-sponsor-guidance) for sponsors, and you will need to make sure that you comply. You will also need to apply to become a sponsor and comply with the relevant rules, which include providing a passport with your application. We suggest that you make early contact with local refugee charities[[1]](#footnote-1) because they may be able to provide assistance to you with the process, and to your guest in due course. This could be particularly helpful in helping to manage and overcome any language or cultural barriers.
7. You will also need to check that you are able to act as a sponsor and that this does not conflict with your governing rules or charitable status.
8. **Can I lawfully offer accommodation?**
9. You must consider the legal basis on which you occupy your property and whether you are required to seek the permission of any other person or body before allowing someone else to occupy it as a guest. The position may differ depending on whether you wish to share possession of your property with a guest, or to sublet the entire property. You may, for example, need to obtain your landlord’s licence to sublet. If, however, you are a bishop or an incumbent and don’t have a landlord, you will need to approach your relevant housing provider.
10. You must first be clear whether you have any lawful entitlement to occupy the premises which you wish to offer (which may require consultation with your housing provider, certainly if you do not habitually occupy the whole of the property which may be the case for a See House). This factor will be particularly important if you hold a lease or a licence (which is likely to be the case for many occupiers of Church property), because such an arrangement is likely to restrict your entitlement to allow someone else to occupy your home. There may also be legal limits in the form of restrictive covenants which may limit the use of the property to occupancy of a single family.
11. Your relevant housing provider will also need to consider whether your property may lawfully be used for this purpose. This may depend on the trusts which affect the property.
12. The relevant housing provider is likely to be the body specified under the Ecclesiastical Offices (Terms of Service Measure) 2009 (for example the Church Commissioners, or your diocesan parsonages board). Equally, it may be the Church of England Pensions Board or a different trust.
13. **What sort of accommodation should I provide?**
14. Government guidance summarises the position:

*“All accommodation will be different and while there is no set expectation, your accommodation needs to be free from serious health and safety hazards. You should make sure your home is safe for your guests and that it is in a suitable condition. You will need to make sure that you have a working fire alarm, a carbon monoxide alarm in any room containing a solid fuel burning appliance, and a safe gas supply. You should also make sure that your guests have access to kitchen and bathroom space.*

*You should also consider how many people you can accommodate so they have sufficient space. The law states that two people should not be in one room unless they are: adult cohabiting partners; a parent and child; two siblings of the same gender if aged over 10; two siblings regardless of gender if aged under 10. Individuals who didn’t previously know each other should not be given the same room.”*

1. As a starting point, you will need to check that your property is large enough to accommodate additional occupiers lawfully. In summary you must have a residential spare room or separate self-contained unoccupied accommodation that will not become statutorily overcrowded. (N.B. The Room Standard says your home is statutorily overcrowded if two people of the opposite sex are required to share a bedroom[[2]](#footnote-2)).
2. You will want to avoid the risk that you allow a refugee into exclusive occupation of property which might give rise to a tenancy (and more secure rights of occupation than a lodger has). You should take legal advice on the particular offer which you wish to make.
3. **What formalities should apply?**
4. The offer of guest occupation should set out some important ground rules. It should be set out in writing and translated into Ukrainian. We suggest a lodger agreement, i.e. a licence agreement on the basis that your guest will occupy a room in your residence but share common facilities such as a sitting room, bathroom and kitchen. This is an agreement between you and your guest and is separate from any additional written consent which your housing provider gives to you.
5. Such an agreement should set out in writing what each party can expect of the other. It should also set out a clear provision for either party to give notice to be able to bring the agreement to an end. In particular, we suggest that as a matter of good practice the agreement should provide that you must give at least two months' notice to your guest to bring the agreement to an end.
6. The toolkit (see above) summarises the checks which the local authority will undertake in order to support you as you work through the formalities:

*The Local Authority, once your application is submitted, will carry out checks to ensure that it is heated, has safe electrics, is free from mould, has a working smoke detector, safe locks and drinking water[[3]](#footnote-3)*

 *Hosts will be required to be vetted and be registered with the Local Authority. Adults in houses where Ukrainians are being sponsored will require DBS checks, and if there are children being sponsored will require enhanced DBS checks. Your Local Authority will also perform checks on the accommodation to ensure it is safe and suitable.*

1. Based on guidance from the government, we understand that so-called ‘thank you’ payments from government should not affect your benefit entitlement. We also understand that such ‘thank you’ payments should not affect any council tax discounts for single occupancy. We understand that they will be tax free.
2. Where required, you or where appropriate your housing provider/landlord must check the legitimacy of your guest occupier in accordance with the [Right to Rent Rental Rules](https://www.gov.uk/government/publications/landlords-guide-to-right-to-rent-checks). This should not be a requirement where the agreement does not provide for a payment of rent (though for these purposes “rent” means a market rent or otherwise). We suggest that this should mean that the requirements will not apply in connection with Church property. We understand, in particular, that occupiers cannot charge any rent for the first six months of such an arrangement.
3. If, however, you intend to charge a rent after the initial six months, you will need to check the application of the rules, which apply to tenancies and licences, such as lodger agreements. Where the requirements are met, any tenant who sub-lets all or part of their accommodation in an agreement involving the payment of rent to be used as the only or main home of the sub-tenant will be a landlord for the purposes of the Scheme. Where a landlord varies an existing tenancy to allow a right of occupation for one or more new adults the checks will also apply. Where a tenant sub-lets all or part of their accommodation and grants a right of occupation, they can ask their landlord (the ‘superior landlord’) to agree to accept responsibility for occupation by the sub-tenants. This should be an agreement in writing. But your landlord may not agree in which case the onus will rest with you.
4. Depending on the arrangements which you wish to offer, there may be issues with properties falling within local authority licensing schemes for Houses in Multiple Occupation (HMOs) – which applies to shared houses or flats where three or more people from two or more households share facilities such as a kitchen or bathroom. You will need to check whether such a licence is required.
5. In terms of the passport checks, Ukrainians will need to have a stamp in their passport from border control. The initial stamp will be valid for six months and they can then apply for a further immigration status document (which they should apply for within six months of being in the UK) which will allow them to stay in the UK for up to three years. An occupier’s passport should therefore be checked in the usual way and evidence of it retained. You may wish to check your guest occupier’s immigration status document six months after they have been in the UK in order to monitor the position.
6. **What support will I need to provide?**
7. Government guidance summarises the obligations of sponsors:

*“As a sponsor, you’re here to support and help your guests to adapt to life in the UK. The first thing to do will be to make sure they’re comfortable in their accommodation and setup with the basics. They should have enough food and essential supplies like toiletries and it’s worth checking that they’ve got access to a mobile phone and the internet so they can stay in touch with family and friends.”*

1. You would be committed to hosting guests for a minimum of six months but please bear in mind that the realistic commitment could be for longer. We understand that it is the expectation that Ukrainian guests will have access to housing benefit, benefits and the employment market with the expectation that they can move on into private accommodation should they wish to remain in the UK for longer. You will though need to be satisfied that you are in a position to offer support on a medium to long-term basis, based on your existing obligations and the other calls on your property as a resource for your parish or diocese.
2. We also understand that all refugees are likely to be eligible for a grant to assist with food and emergency supplies. There may though be delays in such grants making their way through to your guests, and as a result you will probably need to be in a position to make provision for at least a limited period in the event of such a delay.
3. **What about the welfare and safeguarding of refugees?**
4. We recognise that people will want to do everything they can to help those who are fleeing from the conflict in the Ukraine, but more than ever this is the time for good safeguarding to be embedded in and central to decisions and actions. You will need to think through the safeguarding context. Refugees may be vulnerable and may have complex needs as a result of fleeing their home. The National Safeguarding Team has put together guidance to help you manage the safeguarding elements of the process: [Homes for Ukraine | The Church of England](https://www.churchofengland.org/safeguarding/safeguarding-e-manual/homes-ukraine).
5. **Do I need to tell anyone other than my housing provider?**
6. Where it applies you may need to inform any mortgage provider and any insurer because it is likely that they will require you to inform them (and potentially obtain their consent).
7. **Is there any guidance from the government?**
8. The Department for Levelling Up, Housing & Communities continues to develop how the Scheme will work, with renewed and updated guidance being issued on safeguarding and expectations on hosts here: <https://www.gov.uk/guidance/homes-for-ukraine-scheme-frequently-asked-questions>.

**Scenarios**

1. We suggest that you should consider the following factual scenarios:

*Q. What happens if my guest wishes to occupy for more than six months (though potentially longer)?*

A. As set out above, we recommend that you have a clear agreement in place which specifies the duration of the lodger agreement. But if your guest wishes to stay longer and will not leave voluntarily, and you are not in a position to agree to that (or if your housing provider cannot agree), you may need to bring legal proceedings. This may involve you needing to bring a claim for possession in the County Court the details of which would be public. This would take time and could lead to unwelcome stress on all sides.

*Q. What happens if the invasion (and the inevitable consequences) lasts for more than six months?*

A. There is a significant uncertainty in this respect. No one can reliably predict what may happen. Although you would not face a legal obligation to house a guest for any longer than the duration specified in the lodger agreement you may face a substantial moral pressure to provide further support.

*Q. What happens if my circumstances change or if I change my mind?*

A. You can try to ensure that your agreement with your guest allows you and them to bring the arrangement to an end after a period of notice. If things break down then the Local Authority is there to provide support and a safety net. From a legal perspective, this situation would entitle you to give notice to ask your guest to leave. However, if you can’t reach an agreement it may be difficult for you to enforce that notice period and would probably require the intervention of the courts if your guest refused to leave. Please bear in mind that if your circumstances are due to change – for example if you are due to retire – your decision may have an impact on future holders of your office/occupiers of your property.

**Checklist**

1. We suggest that you follow the following checklist:

🗹 Have I read the government and Church guidance?

🗹 Am I suitable to be a sponsor?

🗹 Do I legally occupy the premises which I wish to offer to a guest?

🗹 Are my premises appropriate for a guest to occupy?

🗹 Have I obtained all appropriate permissions from my housing provider?

🗹 Have I or has my landlord/housing provider undertaken Right to Rent checks if required?

🗹 Am I able to offer the necessary support?

🗹 Have I obtained contact details from the local authority so that I can put my guest in touch?

🗹 Will being a sponsor have an impact on the proper performance of my duties?

🗹 Am I satisfied, having liaised with the local authority and diocesan safeguarding team, that there are no safeguarding concerns which I cannot manage?

🗹 Do I have a suitable agreement in place?

🗹 Have I obtained appropriate professional advice?

**National Church Institutions**

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1. The Red Cross. In particular the guidance for Ukrainians arriving in the UK in English - <https://www.redcross.org.uk/-/media/documents/get-help-as-a-refugee/ukraine/information-for-ukrainians-arriving-in-the-uk_april.pdf?la=en&hash=A45459E006E0031FE344C6F69A72FD7A01A36D93> and Ukrainian <https://www.redcross.org.uk/-/media/documents/get-help-as-a-refugee/ukraine/information-leaflet-for-ukrainians-arriving-in-the-uk_ukrainian_april.pdf?la=en&hash=1785B82FDABC4302067CFF3BBAE8994658299963>

Refugees At Home <https://www.refugeesathome.org/>

RESET – particularly their host toolkit  <https://resetuk.org/toolkits/homes-for-ukraine>

Refugee Council <https://www.refugeecouncil.org.uk/information/information-on-ukraine/>

Our own toolkit and national officers (me and Domenica Pecoraro domenica.pecoraro@churchofengland.org) [↑](#footnote-ref-1)
2. This does not apply to cohabiting or married couples, who can live in the same room without causing overcrowding, or to children under the age of ten, who are ignored in the calculation. [↑](#footnote-ref-2)
3. These checks could be more onerous if you want to enter a tenancy because where checks such as annual gas safety certificates may be required. [↑](#footnote-ref-3)