

Moving Policy & Protocol

Approved Feb 7, 2011

Purpose:

To explain the approach to be used for assisting participants to move in and out of housing regarding movement and storage of furnishings and other items they are not able to easily transport and store.

This Policy & Protocol does not apply to furnishings supplied initially to inventory units in advance of a participant leasing a unit. These arrangements are made directly with the landlord by Housing Connections (HC) as there is no participant involvement at this point in the process.

Background:

The MHCC project is purchasing furnishings for project participants. In addition, participants may have items of their own.

From time to time, a participant may need to move from one unit to another – either on a planned (i.e. 60 day notice) basis, or as a strategy to prevent a future eviction (i.e. may not be 60 day notice). Efforts will be made to support moves directly from one unit to another, meaning that furnishings will be moved directly to the new unit. There may be situations where interim housing is needed as the new unit is not yet vacant or not yet found. In these situations, moves to and from the interim housing or to storage may be required.

There may be situations where the Service Provider needs to enter the participant's unit or storage facility to manage the movement of their belongings. For example, where the lease must be ended because of discharge from the project, or because the participant is expected to be in prison, hospital, etc. for a period of time sufficiently long that maintaining the unit is not feasible. Consents are provided to assist Service Providers in managing these situations.

Related Protocols:

- Interim Housing
- Access to Housing
- Rent Payments

Types of Costs covered by Moving & Storage:

- Moving van – invoice to include direct moving costs (i.e., packing, move, unpacking, set up). List of reputable movers and vendors found on HC website
- Storage – at a public rental storage facility.

The participant's name must be on the agreements for moving and storage rental. This ensures that the participant is responsible for their belongings. The participant is to have the key for the storage unit to permit them to access as they require.

Funding for Moves & Storage and Payment Processes:

Service Providers work closest with the participant and must have flexibility to make decisions that best suit the situation of their participants. The process of working with the participant on arranging a move and/or storage is an important learning experience, and best facilitated by the Service Provider.

The City's MHCC budget includes funds for moves & storage. In order to ensure costs are fair, transparent, and are aligned with the goals of the project – including project deadlines, documentation and approval processes are required.

Maximum for moving costs = \$300 per move.

- Based on estimate of \$50/hour for 6 hours
- Service providers should follow their own organization's protocols for purchasing process (e.g. if need to secure three quotes, etc)

Maximum for storage costs = maximum of 6 months of storage up to a maximum total cost of \$150.00 per month

- Based on an estimate of costs for a unit large enough to accommodate contents of a one bedroom apartment)
- Space will be rented that is appropriate to the needs of the participant
- Service providers may choose to store participant belongings in their agency's own storage space. The service provider maintains responsibility for the space in this case.
- If participants have small amount of belongings, the service provider may decide to rent a storage space to hold different clients' belongings. The service provider maintains responsibility for the space in this case.
- Service providers should follow their own organization's protocols for purchasing process (e.g. may need to secure three quotes)
- If there is less than 6 months remaining until expiry of the At Home/Chez Soi project, storage should not be approved unless there is a very certain, short time required for storage and the storage will end before the project expires (see Last Year of Project below)

Approvals:

- Service Providers approve costs
- Each Service Provider should determine the approval process within their organization that works best for them.

Exceptions:

- There may be cases where the costs are higher than the maximums, or the storage period is longer than 6 months (but not beyond the expiry of the At Home/Chez Soi project). Participants should be encouraged to cover additional costs beyond the maximums outlined in this protocol before considering seeking exceptions

- Higher costs will be permitted to assist the project in understanding the true costs of the housing first approach being tested – and these situations must be documented.
- In making decisions about exceeding maximums, Service Providers are asked to consider the value of the furnishings relative to the storage costs, the validity of the reasons for the higher costs, and alternates that would be less costly (i.e., [client assumes responsibility for storage costs after 6 months, accesses replacement furniture or finds alternative to storage](#)).
- Documentation of the reasons for the higher cost is to be signed off by the Service Provider supervisor and submitted to Housing Connections for budgeting and audit purposes
- HC will review the documentation/reasons and may suggest alternatives aimed at reducing costs for consideration by the service team. For example, they may know of a less expensive moving company or have access to less expensive storage space.
- After reviewing HC comments, the final decision shall be made by the Service Team and signed off by a supervisor at the service team agency.

Payments:

- The Service Provider would pay, and remit invoices to HC with a cover memo explaining the situation (who moved, when, why, etc.) and will be repaid.
- HC will be paid from the City's MHCC budget as part of regular quarterly reconciliations.

Consents:

There may be situations where the service team must act on behalf of their participant with respect to ending their tenancy agreement including making arrangements for the moving and/or storage of their belongings. To permit this, participant consent is required. Therefore, Service Providers will be required to request their participants to sign-off on the following Consents. If appropriate, Consents may be signed very early into their tenancy so that the Consents¹ are in place in advance of any issues which may arise:

- Consent for entry into unit in case of absence
- Consent for mail collection in case of absence
- Consent to handle services and billings in case of absence

These are attached.

Last Year of Project

The last year for which funding is available is Apr.1/12 – Mar.31/13. Special consideration must be given to moves and storage during this period.

For moves – standard leases are 12 months. If the participant moves into a unit within the last year, they will not have rent allowance funds for the period of the lease that falls Apr.1/13 and

¹ With thanks to the Vancouver Site for permitting us to adopt their forms.

later. This is an issue for all project participants; a wind down plan will be needed for each participant (hopefully to transfer them to subsidized housing). As the wind down plans will be in process, and because of the leasing issue above, participants should be encouraged to stay in their unit rather than move, if at all possible. Where the participant chooses not to stay or cannot stay, case by case responses will be required – it is recommended that this issue be addressed as part of the wind down strategy. The City and Housing Connections should be consulted in plans for moves and storage during the last year of the project, however, the final decision rests with the Service Provider.

For storage – storage agreements that go beyond Mar.31/13 cannot be approved. Any furniture in storage or expected to be in storage by that day must be removed from storage unless the participant is able to continue to pay the rent on their own (which is facilitated by having the participant's name on the storage agreement).

Appendix I: Questions & Answers:

Q1: If participant wishes to store furniture at a friend's or family member's, can we pay them the storage fee instead?

A1: No. We cannot be certain of security, and in the event the furniture must be retrieved by staff of the Service Provider, they may not be able to do so.

Q2: What happens if something gets damaged in storage?

A2: Storage agreements generally include provisions for covering damage.

Q3: What happens if the participant will not sign consents?

A3: The decision to give consent is the participant's, and cannot be required. Where the participant is reluctant to give consent at the beginning of their tenancy, the potential negative impacts should be explained, and alternates explored. If later in the tenancy the need for consents arises, they may again be requested to sign consents, and should again be reminded of potential negative impacts.

Another possible option is to ask the participant if they would be willing to give Consent to someone other than the Service Provider – such as a friend or family member. In such cases, it is important that contact information about this person be provided, and that the participant gives further consent to sharing personal information necessary to work with the alternate on their behalf.

Negative impacts may include that their belongings in the unit will fall under the rules for belongings under the Residential Tenancies Act in the event that their tenancy is terminated (for example, due to non-payment of rent). For services like cable, mail, utilities, etc., it may mean that the service is disconnected, arrears build up, and re-connecting becomes very difficult.

Q4: How long will storage be paid?

A4: The general approach is no more than 6 months, with approval possible beyond that on a case by case basis. The exception is where the storage period would go beyond the end date of the project as there are no funds available after Mar.31/13 for this purpose.

Q5: How often can a participant move?

A5: There is no cap on the number of moves. We can revisit if it is an exceptional situation.

Q6: If there is still furniture in storage when the project ends, and the participant is not willing or able to make rental payments on the storage, what should be done?

A6: First, make sure that the storage agreement does not automatically renew – your organization does not want to receive bills it cannot pay. Ensure the participant is advised that the storage rental is lapsing, and they may lose their belongings subject to the provisions of the rental agreement with the storage company – suggest this be done in writing.

Q.7 What happens to the participant's belongings in the unit and/or storage facility when a participant is discharged (e.g. has abandoned their unit and is discharged as a result, and cannot be reached)?

A.7 The approach to dealing with belongings must be addressed as part of the overall strategy for terminating the tenancy.

Where as part of the strategy it is determined that the furniture must be disposed of and where the Service Provider has consent:

- the Service Provider will advise HC of what furnishings are available
- HC will send an email to all three Service Teams advising them of what is available and how much time they have to identify furnishings they need for other participants (estimate a week, but it may vary depending upon the specific rental situation – i.e. how long the items can remain in the rental unit or storage until they must be removed)
- the Service Provider will work directly with the other SP requesting items to have those items removed (if there are moving costs, they should be paid by the SP requesting the items and the invoice sent to HC for reimbursement)
- any remaining items will be donated to the Furniture Bank or discarded as appropriate. The SP will make these arrangements, and submit invoices to HC as required (for example, the Furniture Bank has a pick up charge). Landlords may have specific requirements around discarding large items.

Where there is no consent, the rules under the LTA or the storage rental agreement shall apply. HC will work with the landlord to make best efforts to recover any useable items that the landlord has authority to remove, and make such items available to the three Service Providers when possible, and Furniture Bank.

Q.8 Should a participant's items be treated for bedbugs before moving them into storage?

A.8 If at all possible, yes. Otherwise, they will still be infested when they are moved into their new unit. Bedbugs can live for a year without a blood-meal; storage won't kill them. Landlords are responsible to provide pest control which should be arranged if required before belongings are moved. If bedbugs are discovered on the day of the move, the move should not proceed until the unit is treated. Service providers should be alerted to look for evidence of bedbugs

Q.9 What should I do if a participant wants to move?

Q.9 Check the MHCC pages on the HC website. For planned moves, the tenant should complete an N11 as this is the lawful way to voluntarily terminate a tenancy in Ontario, and is to be given 60 days before the end of the term, or the end of the month for month-to-month tenants. They should also complete a transfer request asap so that Housing Connections can start looking for a new home for them.

Next Steps:

- Provide this protocol, once approved, to Service Providers with request that the Protocol be reviewed with their staff, and will be added to the HC Website
- Ongoing updates to this Protocol will be done as required by Project Partners

Appendix II

- Consent for entry into unit in case of absence
- Consent for mail collection in case of absence
- Consent to handle services and billings in case of absence



At Home/Chez Soi – Toronto Site

CONSENT FOR ENTRY INTO SUITE IN CASE OF ABSENCE

I, _____ authorize staff of the
_____ Service Team/agency to gain
entry to my suite via my landlord in my absence for the following reasons:

- € Confirmed unforeseen absence of more than 1 week (i.e. Hospitalization, incarceration)
- € No contact with my case manager for more than one week and suspected temporary abandonment of suite due to unforeseen absence

For the purposes of:

- € Safety of the suite and prevention of damages
- € Pest control including disposing of food and garbage
- € Packing and storage of my belongings and closing of my suite in the event I request my tenancy be terminated or in the event of an eviction while I am absent
- € Any other activities deemed necessary to ensure the maintenance of my suite

I also understand that Service Team/Agency will make every effort to inform me of intent to enter prior to entry and the decision to enter will be authorized by agency management.

This authorization remains valid until (Date): _____
(date of expiration of consent)

Signature: _____

Witness: _____



At Home/Chez Soi – Toronto Site

CONSENT TO **HANDLE SERVICES AND BILLINGS** IN CASE OF ABSENCE

I, _____ authorize _____ of Service/Team Agency to contact _____ on my behalf in the event that I am unable to contact them to represent myself due to a prolonged unforeseen absence. I authorize the Service/Team Agency to:

- € Make changes to my account including the temporary suspension or cancelling of services
- € Make payments to my account
- € Any other activities deemed in my best interest to prevent unnecessary billing while I am absent.

I also understand that Service/Team Agency will make every effort to inform me of intent to contact my service provider prior to doing so.

This authorization remains valid until (Date): _____
(date of expiration of consent)

Signature: _____

Witness: _____



At Home/Chez Soi – Toronto Site

CONSENT FOR MAIL COLLECTION IN CASE OF ABSENCE

I, _____ authorize _____ to collect mail from Canada Post on my behalf in the event of:

- Confirmed unforeseen absence of more than 1 Week (i.e. Hospitalization, incarceration) as confirmed by my case manager of the _____ Service Team/Agency.
- No contact with my case manager for more than one week and suspected temporary abandonment of suite due to unforeseen absence.

I also understand that _____ will hold or redirect my mail for me and will not open or dispose of any mail without my consent.

This authorization remains valid until (Date): _____
(date of expiration of consent)

Signature: _____

Witness: _____