

### **Employee accommodation**

1. This note describes the documentation appropriate when a person other than a minister or CRCW occupies residential accommodation provided by a church in connection with his/her employment by the church.

#### **Purpose**

2. A document, commonly known as a “service occupancy agreement”, is used to ensure that the accommodation is available only as a consequence of the job, and that the occupier and anyone living with the occupier has no legal right to stay beyond the end of the employment by the church. The arrangement is significantly different from occupation under a residential tenancy agreement of the kind described in Guidance Note 6 “Letting of manses and other residential property”.

#### **Link with contract of employment**

3. The requirement that the employee occupies the accommodation “for the better performance of his/her duties” will be set out in the employee’s contract of employment with the church.

4. The financial arrangements associated with the occupancy are part of the employee’s terms of employment and must be incorporated in the employment contract. They will reflect the circumstances. Accommodation which is an integral part of the church building may be treated in one way and accommodation in separately located premises may be treated in another. Aspects to consider include

- whether any amount is payable by the employee for occupation of the premises (eg because the job is part-time),
- whether the employee is responsible for paying council tax
- whether electricity, gas, and water services charges are payable by the employee (they may not be separately identifiable for accommodation within the church building)
- arrangements for redecoration and other maintenance.

#### **Specimen documents**

5. A model “service occupancy agreement” is available from URC Thames North Trust and from Thames North Synod’s Human Resources (HR) Co-ordinator. A recommended form of employment contract, meeting legal requirements is also available from the HR Co-ordinator. Both agreements are intended to be adapted to local circumstances and to be made by the local elders’ meeting.

#### **End of employment**

6. A service occupancy agreement provides in principle that the employee vacates the accommodation immediately on the ending of the employment. Because of the variety of circumstances in which employment may end, and the possibility that the accommodation may be vacated in other circumstances, the church is likely to need to give the employee notice to vacate the premises within a stated time. The model service occupancy agreement contains provisions to help deal with these situations.

7. If at the end of the employment, the accommodation is to be let, during the staff vacancy or because the employee will not be replaced, a normal assured shorthold tenancy agreement is required. This should be arranged with the Trust as described in Guidance Note 6 “Letting of manses and other residential properties”.

### **Oversight of premises**

8. The model agreement entitles the church to inspect the accommodation from time to time. Churches are recommended to exercise this right in order to monitor the general condition of the property, which may remain in the occupation of the same person for several years, and to identify any maintenance requirements in a similar way to the periodic inspection of manses whether in ministerial occupation or tenanted. The accommodation should also be inspected as part of the quinquennial survey of church property.