

# POLICY BULLETIN 86

## POSSESSIONS

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## 1. SCOPE

- 1.1 This document provides guidance to caseworkers when dealing with queries about the transportation and storage of possessions belonging to asylum seekers supported by the UK Border Agency.
- 1.2 Possessions may include clothing, furniture, electrical goods, toys, books, baby equipment, medical equipment and disability aids etc.

## 2 ACCOMMODATION PROVIDER RESPONSIBILITIES

- 2.1 Under contract, accommodation providers now have responsibility for transporting possessions when asylum seekers are moved from one address to another.
- 2.2 In accordance with section **D.2** of the Contract, the quantity of baggage, possessions or personal effects that an asylum seeker is entitled to have transported is as follows:-
  - If the asylum seeker is being dispersed from Initial Accommodation (IA) or private accommodation within **10 working days of arrival in the UK** the allowance will be two pieces of luggage per person, children's toys and other effects, baby care items, medical equipment, buggies and/or prams and disability aids as applicable to the asylum seeker and/or his/her dependants. (D.2.2 & D.2.2.1)
  - If the asylum seeker has been in IA, dispersal, Section 4 or private accommodation for **longer than 10 working days or the asylum seeker is relocated at the request of the UK Border Agency**, the allowance will be the same as above **and a greater amount, including other personal effects and household items, following a reasonable request.** (D.2.3.1 & D.2.3.2)
  - If the provider rejects any request made by an asylum seeker under Paragraph D.2.3.2 then the provider shall inform the asylum seeker of the right to appeal to the UK Border Agency. If the asylum seeker wishes to appeal to the UK Border Agency, the provider will notify the UK Border Agency of the appeal and of the provider's reason for rejecting the relevant request and will pass the appeal to the regional contract manager. The UK Border Agency will then consider the reasonableness of the provider's refusal of the request in the light of available information, which would include any representations from the asylum seeker or their representative. The UK Border Agency would either confirm the provider's decision or advise that it regarded the request as reasonable (in which case the provider would then be required to transport the relevant baggage).
  - If the asylum seeker is relocated at the request of the provider, the allowance will be unlimited and the full cost will lie with the provider.

### **3 OCCASIONS WHEN AN ASYLUM SEEKER MAY BE MOVED FROM HIS/HER ACCOMMODATION**

- Community tensions, anti social behaviour (where the asylum seeker is the victim not perpetrator, and moved for own safety)
- Domestic violence (victim, not perpetrator, and moved for own safety)
- Major incident (fire, flood etc)
- The UK Border Agency terminates contract with accommodation provider
- Property in disrepair
- Property unsuitable

### **4 WHAT HAPPENS TO POSSESSIONS WHEN AN ASYLUM SEEKER IS DETAINED?**

4.1 If an asylum seeker is detained from IA, dispersal accommodation or Section 4 accommodation and is complying with the detention process, he/she will be given time to pack his/her possessions.

4.2 Where an asylum seeker does not comply with the detention process he/she may be removed immediately from the property. In this situation his/her possessions will be left behind but a relative or friend may, on request, arrange for them to be transported to the Removal Centre.

4.3 If an asylum seeker has been detained at a Reporting Centre or Police Station and his/her possessions are left behind in his/her accommodation, he/she is given the opportunity to contact a relative or friend who may agree to transport the possessions to the Removal Centre. However this must be arranged in advance with the Removal Centre.

4.4 Asylum seekers are allowed to take most items into detention (once agreed) but they are not for example allowed to take animals, large furniture, food items or illegal goods. They will be allowed to keep some possessions with them but others will be logged, placed in security bags and kept in a property room at the removal centre and will be given back to the person on removal or release. Since most flights have a maximum 22 kilo luggage allowance it is advisable that the person makes arrangements to pay for excess luggage or have it shipped to his/her home address.

**4.5 The Immigration Service does not currently arrange for possessions to be collected.**

4.6 For further guidance please refer to Chapter 41 of the Enforcement Manual.

### **5 WHAT HAPPENS TO POSSESSIONS WHEN AN ASYLUM SEEKER HAS BEEN HOSPITALISED?**

5.1 Where an asylum seeker has been hospitalised, the accommodation should remain allocated unless it is clear that the person will be in hospital for longer than three months, in which case the possessions should be inventoried and

moved to a place of secure holding, allowing the accommodation to be freed for re-allocation.

**6 WHAT HAPPENS TO POSSESSIONS WHEN AN ASYLUM SEEKER HAS ABSCONDED, BEEN EVICTED, IMPRISONED OR HAS DIED?**

- 6.1 In these circumstances it is considered best practice for accommodation providers to adopt procedures which comply with the Torts (Interference with Goods) Act 1977, unless the terms of the occupancy agreement allow the provider to dispose of anything left behind without liability.
- 6.2 Under the Torts Act a landlord becomes what is termed an 'involuntary bailee'. This effectively means that although the abandoned possessions remain the property of the asylum seeker, the landlord assumes responsibility for them. The landlord is obliged to make every effort to contact the owner warning him/her that the property may be disposed of within a certain time unless it is collected. This is often a couple of weeks. If the landlord receives no communication from the owner he is at liberty to dispose of or sell the possessions, but is obliged to keep any proceeds from a sale for a certain length of time in case the person returns. The landlord is permitted to be reimbursed for any costs incurred from the proceeds of the sale.
- 6.3 Nothing in 6.2 should be construed as giving legal advice to caseworkers or accommodation providers.

## Document Control

### Change Record

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2.0	BF	27/11/08	Update branding only