

Adult Social Care and Health

PROTECTION OF PROPERTY AND BELONGINGS (INCLUDES CARE OF PETS)

Policy, Protocols and Procedures

To be read with The Care and Support Statutory Guidance, issued under the Care Act 2014. [Click here](#)

To be read with the *Protecting Movable Property and Belongings* Policy located on Tri-x Kent Adult Social Care & Health Documents and Templates. [Click here](#)

Hyperlinks contained in this document will be in italics and/or underlined.



Protection of Property and Belongings (includes Care of Pets)

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Version control

Version number	Date re issued	Summary changes	Reviewed by
13	2 October 2023	<p>Interim update and refresh pending full revision of the practice guidance.</p> <p>Contents Table. Hyperlinks added from the contents table to relevant sections of this document.</p> <p>Link to <i>Protecting Movable Property and Belongings</i> Policy located on Tri-x added to front page.</p> <p>References and related KCC policies/practice guidance section updated.</p> <p>Executive summary removed. Introduction added.</p> <p>Removed Appendix 9: <i>Operational Support Service (OSS) Process map. Older Persons and Physical Disability Division only.</i></p> <p>Principles and Scope refreshed (A1.1, A1.2, A1.3). In particular added when a person lacks capacity and relatives are not willing or able to accept responsibility, practitioners should still consult the relative/s for their views about the person's best interest, particularly if costs may be incurred in relation to the boarding of pets or storage of movable property. Remember, under the protecting property duty, costs incurred or if there are ongoing costs to KCC, reasonable expenses are recoverable from the person/or their estate.</p> <p>Separate section about seeking consent added (A1.4) Verbal consent is acceptable in certain circumstances</p>	Jean Wells

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	<p>(A1.4 and B1.1(3).</p> <p>Updated to reflect changes to the Operational Support Service (OSS) remit from 1 October 2023 to accept referrals and take on all activity for protection of property and pets from the whole of ASCH as directed by the practitioner. The Technical & Business Operations Team (TBOT) will stop receiving referrals and cease involvement with the Protection of Property (PoP) activity. ALL PoP referrals and enquires to be channelled through OSSASCH@kent.gov.uk OSS will triage referrals.</p> <p>Each month, OSS will provide financial information to the locality team budget holder about ongoing KCC costs for storage /pet care.</p> <p>OSS (liaising with the practitioner) may formally close the protection of property activity once alternative arrangements for all property and belongings have been made and returned.</p> <p>Staff required to undertake one off mandatory e-learning Protection of Property and Assets (including Care of Pets) by 31/12/23).</p>	
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References and related KCC Polices/Practice Guidance (not exhaustive)

Protecting Movable Property and Belongings Policy- Tri-x	Protecting Movable Property and Belongings (proceduresonline.com)
Operation Support Service (OSS) contact details	OSS mailbox OSSASCH@kent.gov.uk
E Learning: Protection of Property and Assets (including Care of Pets) on Delta	Course: Protection of Property and Assets (including Care of Pets) (delta-learning.com)
Funeral Arrangements Practice Guidance (Tri-x: Provision- Local Resources)	Tri-x Local Resources ASCH Policy page click here
Tenancy Agreements for People Who Lack Mental Capacity (Tri-x MCA/DOLS Local Resources)	
Death of a person without next of kin (Tri-x: Care and support planning- Local Resources)	
Mental Capacity Act 2025 and Deprivation of Liberty Safeguards Policy and Guidance (Tri-x: MCA/DOLS Local Resources)	
Authorisation (of Funding) Levels Policy (Tri-x: Finance and charging-Local Resources)	
Protection of Property briefing note – long term storage or pet care arrangements (Tri-x: Care and support planning- Local Resources)	

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Advanced Statement for care of pet form (Tri-x: Care and support planning- Local Resources)	
RSPCA - able to offer information and advice about a range of animal welfare matters through their online virtual assistant. This includes information about local services that may be able to support an animal in need.	www.rspca.org.uk/home . Advice line: 0300 1234999
Cinnamon Trust- This a national charity that may be able to provide: A short-term fostering service for a person's pet when they are admitted to hospital or placed temporarily into a care home; or Long term care of pets when a person is placed into permanent care.	01736 757 900 https://cinnamon.org.uk/
"Finders International" Finders International" – a free search could establish if the deceased had any blood relatives	Call: 0800 085 8796: Email: contact@findersinternational.co.uk www.findersinternational.co.uk
Protection of Property forms and letter templates PP1 Authorisation Form PP1 Protection of Property Authorisation to Enter Property - easy read version PP 2 Essential Information PP 3 Inventory Form PP 4 Transfer of Property Form PP 5 Authority to Terminate PP5 – easy read version PP 6 Determination of Tenancy PP 7 Withhold Debt Recovery PP 8a House Clearance letters (optional) PP 8b House Clearance letters (optional) PP 8c House Clearance letters (optional)	PP1 and PP2 in MOSAIC library On KNet: Protection of Property templates (prefix "PP") Adult Social Care and Health - Documents - ASCH - templates (sharepoint.com)

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1 Introduction

- 1.1 Effective contingency planning with the person is paramount in the event they may be hospitalised or require residential care.
- 1.2 When there no contingency plans, and it appears that there is a danger to a person's movable property and belongings, Kent County Council (KCC) has a duty to protect the property or belongings of a person (adult) being cared for away from their home (whether permanently or temporarily) under Section 47 of the Care Act 2014. This includes the consideration about the welfare of animals/pets.
- 1.3 The protection of property function will be led by an Adult Social Care practitioner who will maintain on-going contact with the person as appropriate.
- 1.4 The Operational Support Service (OSS) will undertake the protection of property and belongings activities during normal office hours only. Referrals from the practitioner to OSS must give as much notice as possible if their involvement is required, clearly marking anything that is urgent. The summary of roles and responsibilities can be found in Appendix 3.
- 1.5 The duty to protect the movable property and belongings applies when the person has an appearance of social care needs/is having needs met under the Care Act, **and**
- is an ordinary resident of Kent and living in the community¹, and
 - is admitted to any hospital or is having needs met in a way that involves the provision of care home accommodation, and
 - while away from home, is unable to protect or deal with some (or all) their property and belongings which includes their pets, and
 - there are no arrangements or contingency plans, such as a suitable relative/s, friends, neighbours, or other interested parties willing and able to accept responsibility (see Appendix 1), and
 - has given consent for KCC to deal with some (or all) of their property or belongings in a way that is reasonably necessary to mitigate loss or damage, **or** if lacks capacity to consent, it is in their Best Interests for KCC to do so.
- 1.6 The duty lasts (whichever happens first), until either
- the person returns home
 - a suitable relative, friend, neighbour, or other interested parties are now willing to accept full responsibility, and the person, whose property KCC was dealing with, agrees to the arrangements
 - the person makes their own arrangements
 - the person no longer wants KCC involvement to mitigate loss or damage for **all** movable property and belongings (the duty remains if **the person (or others) cannot /secure some items**)
 - until there is no other danger of loss or damage to **any (all)** movable property and belongings, **or**
 - the person will not be returning home and alternative arrangements have been made

¹ Person's home is their normal place of residence in the community immediately before residential/hospital admission.

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- as applicable, the executor of the estate assumes responsibility

If any of the above (1.4) applies, KCC is no longer required to protect the person's movable property and belongings and will make arrangements to cease doing so. The Operational Support Service, (liaising with the practitioner), will formally close the protection of property activity.

- 1.7 KCC is permitted to make reasonable enquires to determine if there are suitable arrangements in place with relatives, friends, landlords or neighbours who are willing and able to make arrangements on the person's behalf.
- 1.8 It will be an offence under the Care Act if a person, without reasonable excuse, obstructs KCC from exercising its duty. Reference Section 47(6) of the Care Act.
- 1.9 Where KCC has incurred expenses to protect a person's movable property or belongings, it has the legal right to seek reimbursement from the person/estate for any costs it incurs and decides the best way to do so.

SECTION A

A1. Principles

- A1.1 Any action taken on behalf of a person will require the person's permission.
- A1.2 The person, and relevant others (if applicable), will be involved in any decisions made about their movable property and belongings.
- A1.3 If the person lacks capacity to make a specific decision for KCC to enter their property and other KCC actions to mitigate loss or damage to the movable property and belongings, decisions will be in the person's best interests in accordance with section 4 of the Mental Capacity Act and referring to the Mental Capacity Act Code of Practice.
- A1.4 When a person lacks the capacity to give consent and relatives are not willing or able to accept responsibility to mitigate loss or damage, KCC will still consult the relative/s for their views about the person's best interest, particularly if costs may be incurred in relation to the boarding of pets or storage of movable property.
[\(Please Return to \(4\) Mental Capacity Assessment Here\)](#)
- A1.5 As part of the care and support planning and review process, the practitioner will have a conversation with the person about how their movable property and/or pets will be taken care of in the event they are hospitalised or requires residential care. If the person lacks the capacity, the practitioner will consult with a person who the practitioner deems in their best interests to consult.
- A1.6 The arrangements for the movable property and/or pets, will be recorded by the practitioner as a contingency on the care and support plan and advanced statement for care of their pet/s.
- A1.7 The contingency plan will provide up to date contact details of those arrangements. This is particularly important if, for example, in the event the practitioner needs to action on the person's behalf, because the care home or hospital admission is

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unplanned, the person is unwell, or not had the time or opportunity to initiate the arrangement.

- A1.8 The person's social care record will evidence all actions and key decisions taken by KCC. Records will include how consent was provided, the Mental Capacity Assessment (if required), and best interest decision/s to protect the movable property and belongings.
- A1.9 Records will evidence the views, opinion and discussions with the person and relevant others (if applicable). Records will include any rationale provided by the person for refused consent for all or some belongings or enter **any** part of their property.
- A1.10 It is not desirable for the person or KCC to incur avoidable expenses in relation to the storage arrangements/pet care. Therefore, the costs will be dealt with within the limitations of the finances of the person involved. KCC will act reasonably when making decisions, considering the impact on the person's wellbeing.
- A1.11 Appropriate authorisation will be sought from the delegation Adult Social Care manager when arrangements for storage facilities and/or the boarding of pets are considered necessary, pending decisions to seek reimbursement of costs incurred by KCC. Details in the Authorisation (of funding) Levels Policy on Tri-x: Finance and charging: Local Resources.
- A1.12 When storage facilities and/or boarding of pets have been arranged by KCC and costs are accruing, the arrangements and costs will be regularly reviewed (every four weeks) with the person. [Full details Appendix 6 :Long-term storage of movable property, including boarding of pets.](#)
- A1.13 Sharing personal identifiable information will be in accordance with the General Data Protection Regulation and directorates Privacy Notice. Consent to share information is not required because the Protection of Property activity is a statutory requirement under the Care Act 2014.

A2. Scope

- A2.1 The protection of property function extends to people who are admitted, detained, and treated in hospital under the Mental Health Act 1983.
- A2.2 KCC **may** take reasonable steps to enter (with consent) and secure the property, at all reasonable times and notice, in order to prevent or mitigate the loss or damage of the person's tangible, physical movable property.
- A2.3 If the person dies while being cared for away from home, there is no legal basis for KCC to enter the deceased's property² and that having consent, or the property keys makes no difference. In these circumstances, the responsibility falls to the executors of the Will/ administrators of the estate.

² See Funeral Arrangements Practice Guidance-when a person was provided with in-house care home or integrated care centre accommodation immediately before death and KCC has exercised its discretionary power (e.g. *no next of kin*) to pay and arrange the funeral, it is permissible to enter the deceased's home address specifically for the purposes of locating a Will, prepaid funeral plan or life insurance policy only.

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A2.4 The Operational Support Service (OSS), will undertake supporting activities for all the Adult Social Care Directorate. Summary in Appendix 3.

A.3 Not in scope

The requirement to protect the person's movable property and belongings does not apply when the person:

- moves home in the community
- is not admitted to hospital or a care home from the community
- is detained in prison
- residing in approved premises (meaning given in section 13 of the Offender Management Act 2007).

A4 Seeking consent from the person.

A4.1 Consent* is required from the person concerned, (or the authorised person under the Mental Capacity Act 2005) to protect their movable property or belongings before KCC takes steps to enter their home. The practitioner will be responsible for obtaining the consent.

*Consent is not required when a magistrate's warrant is issued to enter the property and remove the person under Section 135 of the Mental Health Act, but written consent will be required for further property access in relation to protecting the property and belongings and/or care or pets.

A4.2 If a person has capacity and does not provide consent for KCC to protect **any** of their movable property or belongings, or enter **any** part of their property, then KCC must not do so. The person's social care record must explain the reason for such action.

A4.3 Consent must be provided in writing (exceptions apply see following paragraph) using the *Authorisation Form (PP1)*. The *PP1*, when appropriately signed, provides the necessary valid documentation under Section 47 of the Care Act 2014.

A4.4 Only in exceptional circumstances, consent may be provided verbally.

For example:

- the person is a long way from Kent therefore causing practical challenges for the Kent practitioner, or
- any delays in seeking written consent will pose a high level of risk of damage or loss to movable property and belongings.

If verbal consent is provided, the practitioner should ensure that, wherever possible, the provision of consent is witnessed and the details of the person witnessing consent are recorded. The person's social care record must explain the reason verbal consent was necessary.

A4.5 When seeking consent, it must be explained to the person the legal right of KCC to seek reimbursement from them for any costs it incurs in protecting their movable property and belongings, including care of pets.

A4.6 Concerns about a person's capacity to consent

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- A4.6.1 If there are concerns about a person's capacity to consent for KCC to enter their home to protect their movable property or belongings, the practitioner must carry out a proportionate Mental Capacity Assessment.
- A4.6.2 When assessed that a person lacks the mental capacity to authorise KCC to enter their property to protect their movable property or belongings, if a situation is urgent requiring entry to the property and there is no time to hold a Best Interests Meeting, the practitioner (and witnessed by their line manager), is permitted to sign the *Authorisation Form (PP1)* on the person's behalf.

A4.7 Consent to dispose of any movable property, permanent rehoming of pets or ending a tenancy.

- A4.7.1 KCC or a landlord cannot legally dispose of, sell, or gift the person's belongings without the person's explicit permission.
- A4.7.2 When a person lacks capacity, only a person with specific legal authority (for example KCC specifically authorised by order of the Court of Protection or a Property and Affairs Lasting Power of Attorney or Deputy can give permission to:
- dispose, sell, or gift some or all the property/ belongings (unless obvious rubbish or ruined goods), or
 - permanently rehome a pet, or
 - end a person's tenancy
- A4.7.3 If a Property and Affairs Lasting Power of Attorney) or Deputy does not exist, a best interest decision will be required by KCC to consider submitting an application for a specific order (single order) of the Court of Protection for the specific decisions listed above.

A best interest decision does not provide the necessary legal authority for KCC to dispose of or arrange the permanent rehoming of pets.

The practitioner will be responsible to complete the [COP3 form \(Assessment of Capacity\)](#) and provide to OSS. OSS will make the application for a specific order (single order) of the Court of Protection.

An application for a specific order (single order) of the Court of Protection by OSS or decision of an Attorney (LPA) or a Deputy authorised to agree to or arrange the disposal (selling or gifting only) of movable property, ending their tenancy or permanent rehoming of their pet is required.

SECTION B: Practice Guidance. A step-by-step checklist and summary of protection of property responsibilities in Appendix 3.
Section B1.1

Step 1: Initial actions on or before admission	Responsibility	Notes
<p>Urgent actions.</p>	<p>Practitioner</p>	<p>It will need to be quickly establish any urgent actions in relation immediate Property/pets actions and inform OSS.</p> <p>When the admission is an emergency under the Mental Health Act and it is not practicably possible to have two staff, the Approved Mental Health Professional (AMHP) or Crisis Team staff member only will endeavour to locate personal items required for the immediate admission. The AMHP would normally have a backup with them. Two people (one of whom should be the person who did the original full search) must undertake any further visits.</p>
<p>(1) Deciding whether movable property and belongings require Protection</p> <p>Check if any suitable relatives or contingency plans.</p>	<p>Practitioner</p>	<p>Check with the person and/or records if there are any suitable relatives, friends, neighbours etc. capable and willing to act on behalf of the person or other suitable arrangements .</p> <p>If yes and the person agrees, all property affairs left to them to act. No further action required by KCC.</p> <p>Any contingency plans, advanced statement or other directions that are in place, including care of pets must be considered by the practitioner and acted on accordingly.</p> <p>This would be recorded on the person’s care and support plan and Advance Statement for Care of Pets form prior to admission.</p>

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<p>(2) Check if any legal representative</p>	<p>Practitioner</p>	<p>Check on the person's record.</p> <p>Where there is any legal representative or appointed attorney, or deputy appointed by the Court of Protection they have legal powers in relation to the person's property and financial affairs.</p> <p>Inform the representative of the admission.</p>
<p>(3) Seeking consent from the person with capacity</p>	<p>Practitioner</p>	<p>If there are no suitable relatives, the PP1 Authorisation form requires full completion and signed by the person and witnessed before any further action is taken.</p> <p>Only in exceptional circumstances, consent may be provided verbally.</p> <p>For example:</p> <ul style="list-style-type: none"> • the person is a long way from Kent therefore causing practical challenges for the Kent practitioner, or • any delays in seeking written consent will pose a high level of risk of damage or loss to movable property and belongings. <p>If verbal consent is provided, the practitioner should ensure that, wherever possible, the provision of consent is witnessed and the details of the person witnessing consent are recorded. The person's social care record must explain the reason verbal consent necessary.</p>
<p>(4) Mental Capacity Assessment</p> <p>See section A1.4 and B1.1(3) for further details about obtaining consent.</p> <p>Refer to B1.5 for actions in relation to ending tenancies, disposing (sell or gifting) of personal belongings, rehoming of pets.</p>	<p>Practitioner</p>	<p>If you are concerned about a person's capacity to consent, you must carry out a proportionate Mental Capacity Assessment in relation to a specific decision for each protection of property activity. For example, to consent for KCC to enter the property, agree certain family, friends, or neighbours take on the protection of property responsibility.</p> <p>If a situation is urgent, the practitioner to convene a Best Interests Meeting. This means consulting with family members, friends, Independent Mental Capacity Advocate (if the person is un-befriended), Independent Mental Health Advocate and other relevant professionals.</p> <p>If a situation is urgent and there is no time to hold a Best Interests Meeting, the designated decision maker will still need to be able to justify that their actions are in</p>

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<p>Refer to Appendix 8 about what to do with belongings left at person's home when their tenancy is ending.</p>		<p>the person's best interests. The decision maker will still need to document the formal consultation that has taken place with the appropriate people.</p> <p>In these urgent circumstances, the practitioner (and witnessed by their line manager) is permitted to sign the Authorisation Form (PP1) on the person's behalf. A Best Interests Meeting will still need to be convened as soon as practicably possible.</p>
<p>(5) Court of Protection applications. If there are no suitable relatives able and willing to act, applications to the Court of Protection will be dealt with by OSS for the appointment of a Property and Affairs Deputy.</p>	<p>Operational Support Service (OSS).</p>	<p>If relatives have accepted responsibility for the person's property and belongings, they need to be advised by the practitioner of the future action necessary and if appropriate, how to apply to the Court of Protection for the appointment of a Deputy.</p> <p>Practitioner will direct OSS as appropriate following the outcome of their intervention / assessment- The practitioner will be responsible to complete the COP3 form and provide to OSS.</p>
<p>6) When no suitable relative or legal representative.</p>	<p>Practitioner</p>	<p>Email signed PP1 form to OSS : OSSASCH@kent.gov.uk Complete sections 1 and 2 of PP2 Essential Information form and send to OSS</p> <p>If person lacks capacity to consent and sign the PP1 form, the appointed Property and Affairs Deputy will sign. See point 3 above if situation urgent.</p>
<p>(7) Essential personal items required on admission</p>	<p>Practitioner</p>	<p>Make arrangements of cash, clothing, and toiletries necessary to cover the person's immediate needs accompany them to hospital or residential home or be forwarded as soon as possible following admission.</p> <p>Note: If a person takes movable property, including cash and keys, into hospital, the NHS organisation has a responsibility in respect of this property and must exercise reasonable care for the safety of the article entrusted to them until its return to the person. Record this on form PP 4 Section three NHS admissions only</p>
<p>(8) Care of Pets.</p>	<p>Practitioner</p>	<p>Seek appropriate management authorisation for the care of pet's arrangements if required. See section C: Care of Pets, for full details.</p>

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<p>(9) Property Insurance</p>	<p>Practitioner</p>	<p>If possible, ask the person if there is property/contents Insurance and where the insurance policy is located. Details of the insurance needs to be entered on PP 2 Essential Information Form</p> <p>It is important to ensure that adequate insurance cover exists on premises and contents under KCC control. Attempts will be made during the property search to locate and ascertain if the house and/or contents are insured.</p> <p>The home and contents insurance cover may become invalid if the property is unoccupied for longer than the insurance policy terms and conditions (e.g. 30 days), so the insurance company/agent and person should be informed, which may result in an additional charge by the insurance agent, recoverable from the person/estate.</p> <p>If no evidence of insurance traceable and the person assessed as lacking mental capacity, the practitioner must go through the proper process under the Mental Capacity Act to decide what is in their best interest.</p> <p>If level of risk to the property and contents considered a low risk rating, insurance may not be required. However, if risks considered significant, an application for a Property and Affairs Deputy appointment is required. Only a Property and Affairs Deputy³ has authority to arrange adequate insurance on behalf of the person. Costs are recoverable from the person's finances/estate.</p> <p>Removable property held under KCC custody and control for safe keeping in the assigned Safe is covered by KCC insurance, subject to normal policy terms and conditions. (It may be that the person's home and contents insurance no longer covers the items whilst off site).</p>

³“ If the only income of a person who lacks capacity is social security benefits and they have no property or savings, there will usually be no need for a deputy to be appointed. This is because the person's benefits can be managed by an appointee, appointed by the Department for Work and Pensions to receive and deal with the benefits of a person who lacks capacity to do this for themselves” [MCA Code of Practice 8.36](#). An appointee is permitted to use the money claimed to meet the person's needs.

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<p>(10) Personal correspondence found at the property.</p>	<p>Practitioner</p>	<p>If possible, ask the person about future personal correspondence found at the property- confirm with the person what they want to happen with it i.e. forward to the person, or alternative action. Agree and record action for junk mail.</p> <p>NOTE: Post cannot be left in the assigned “Safe” at Invicta House or Kroner House for safekeeping .</p> <p>Instruct the OSS of discussion about correspondence found.</p> <p>Following each search of the property, OSS will: pass any bills found at the property to financial affairs team (if involved) for action: contact utility companies to ask to hold billing</p>
<p>(11) Whereabouts of valuable items</p>	<p>Practitioner</p>	<p>Ask person whereabouts of valuable items, documents (e.g. insurance policies, Will, bank books), keys, money in property</p>
<p>(12) Protection of property referral.</p>	<p>Practitioner</p>	<p>Email OSS about the need for protection of property activity and share all relevant information, including PP1/PP2 forms, known risks at property, urgent action required, financial affairs team involvement.</p> <p>Email OSS mailbox OSSASCH@kent.gov.uk The team will be able to diarise the property searches.</p>
<p>(13) Financial Affairs Team involvement</p> <p>If person already supported from KCC Financial Affairs team, inform the team as soon as practicably possible of the admission, regardless of if it is temporary or permanent.</p>	<p>OSS</p>	<p>The practitioner needs to discuss the individuals Protection of Property activity with the Financial Affairs team, who will only act for person who meet its criteria; is open to a named practitioner record System; no capital more than £23,250 and must not own any property. Financial affairs team can act for people in residential/nursing care when there are no suitable relatives able to act on the person’s behalf. They may then assume full responsibility of the financial affairs if the referral accepted. KNet link to Financial Assessment and Income Unit page</p> <p>OSS will discuss with Financial Affairs Team. Keep the Financial Affairs team updated of any change in circumstances, including if the person has died in order to minimise any financial debt to the estate.</p>

Section B1.2

Step 2 Preparing for the Search	Responsibility	Notes
<p>(1) Assess the risk of the property (location, known contents, pets etc.). Wherever possible the person should be involved, If the person denies access and/or refuses to acknowledge any potential risks, the practitioner must refer to the Record System to determine any hazards and risks recorded.</p>	<p>Practitioner</p>	<p>A person’s home is their normal place of residence in the community immediately before residential/hospital admission.</p> <p>KCC have no legal right to enter the property to search or remove property without consent.</p> <p>Before a search is undertaken, the person should be asked about the whereabouts of valuable items, documents and the location of keys, or anything else the person would like safeguarding, so reasonable efforts are made to make sure no money or small valuable items are left in the property.</p>
<p>(2) Potential hazards in the property</p>	<p>Practitioner</p>	<p>Must inform OSS of any potential hazards in the property so appropriate action agreed and taken to develop a Safe System of Work. (see Appendix 5: Safe System of Work.) before a search is undertaken</p>
<p>(3) Check the status of the referral to OSS.</p>	<p>Practitioner</p>	<p>Check with OSS that the arrangement for a full search is scheduled within two weeks or sooner if circumstances dictate.</p>

Section B1.3

Step 3 The searches (see Appendix 4 for Searches Checklist)	Responsibility	Notes
<p><u>The practitioner and OSS must always carry an up-to-date Professional Identity Card</u></p> <p>All records, including photographs taken during searches to be uploaded in the system record (MOSAIC).</p>		
(1) Protective clothing	Two members of OSS	<p>When preparing to carry out a full search, personal protective equipment will be available and worn by both staff as necessary.</p> <p>If the state of the property demands heavy-duty protective clothing, the local district council environmental health section to be consulted. See Appendix 5 for Health and Safety Safe Systems of Work guidance</p>
<p>(2) Full search within two weeks of referral from the practitioner what to do:</p> <p>(Also, see Appendix 4 Searches Checklist).</p>	Two members of OSS	<p>The purpose of a search is to view, document and take the following actions:</p> <ul style="list-style-type: none"> - to take possession of any valuables including items such as, bank books, Wills, jewellery, insurance policies that have not already accompanied the person - to take possession of anything which might need safe-guarding and remove them and forward to person when applicable - to ensure the building is secure and arrange for a clean-up if necessary.
(3) Records	OSS	<p>Record all cash, personal items, securities, bank books, certificates, deeds, assurance policies etc. that are removed from the property. If unable to locate certain property and/or contents insurance, inform the practitioner.</p> <p>Complete PP3 form (inventory) part one and/or two.</p>

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<p>(4) When Financial Affairs Team are involved</p>	<p>OSS</p>	<p>Check with Practitioner of financial affairs team involved</p> <p>When Financial Affairs Team are involved with the person all cash, passport, securities, bank books, certificates, deeds, assurance policies and so on, found in the property, need to be passed to them. Use form PP 2 (section five) to record what documents and cash passed to Financial Affairs Team .</p> <p>Financial Affairs Team will follow their own recording procedures when involved, for documents/cash received (following the search), and when returned to the person.</p>
<p>(5) When Financial Affairs Team not involved, any cash removed needs banking in the KCC General Account, as soon as possible.</p> <p>See Appendix 7: Financial Control- for more details</p>	<p>OSS</p>	<p>The amount, date of banking and paying-in slip number should be quoted on PP 2 Essential Information Form section 3. For person's admitted to hospital under the MHA, cash forwarded to the hospital</p> <p>Follow OSS Standard Operating Procedure</p> <p>Person's initial and person's ID recorded in the description field on the banking slip.</p>
<p>(6) If the property is shared with another person.</p>	<p>OSS</p>	<p>If the property is shared with another person, shared possessions not to be recorded or removed. It needs establishing with the other occupant/s which items are the person's personal items and PP 3 form completed accordingly</p> <p>If the other occupant/s are not available (e.g. on holiday), and it is not obvious what are the person's personal belongings, assume the items are not shared and record (but do not remove). Follow up with the other occupant/s on their return, and remove any other valuable personal items confirmed as not shared and place in the assigned Safe or for admissions under the MHA, forwarded to the hospital.</p>
<p>(7) Labelling items removed.</p>	<p>OSS</p>	<p>Valuables, jewellery, and any other small items removed to the assigned "Safe" at Invicta House or Kroner House need to be labelled clearly with the person's name and address, and then locked in the safe with access restricted to authorised staff. The person's property kept for safekeeping in the assigned Safe at Invicta House or Kroner must not to be kept with other items e.g. Imprest Accounts.</p>

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		The practitioner should have instructed OSS of discussion with the person about correspondence found. See B1.1(10)
<p>(8) Valuable items left at the property.</p> <p>Complete PP3 part three.</p>	OSS	<p>Take a photograph of each room including an inventory of, (with accompany photograph of each item) any valuable items too large to be removed. Only use KCC issued camera/smartphone, not permitted to use personal camera/smart phone camera.</p> <p>Where items of suspected value that cannot be removed, transfer to an inconspicuous position in the property, if practically possible.</p> <p>This inventory and photograph are to document valuable individual items, including white goods, small portable electrical equipment (toasters, kettles, hairdryers etc.).</p> <p>Personal/sentimental items important to the person should be treated the same as detailed above regardless of the perceived monetary value.</p>
<p>(9) Concerns about the building maintenance</p>	OSS	<p>Any concerns about the building maintenance (e.g. tanks and cisterns may need draining to avoid freezing or the services of a plumber will be needed)</p>

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Section B1.4

Step 4 After the search – continuing action	Responsibility	Notes
<p>(1) Informing others. Relevant authorities will need informing of the person’s circumstances asking them to hold billing for a 4-week period.</p>	<p>OSS</p>	<p>Optional PP 7 letter template available for use. See Appendix 4 Checklist Searches paragraph 13:</p> <ul style="list-style-type: none"> • Landlord/ warden/ housing association • Council Tax office • Utilities suppliers • Other creditors, including mortgage provider
<p>(2) How often to check property.</p>	<p>Two members of OSS</p>	<p>Inspection of the premises and contents should take place every 8-10 weeks (or more often if insurance policy dictates). Joint visits to the property must always be done.</p> <p>The system record needs updating when a search has taken place</p> <p>The 10 weeks will be the maximum interval between follow up visits. It may be necessary to visit certain properties more frequently, based on considered and recorded risks to the movable property. Any deviation from the revised time of maximum 10 weeks, must be recorded in person’s case file, the reason for time divergence over 10 weeks, risks considered and mitigation.</p>
<p>(3) Correspondence found in the property</p>	<p>OSS</p>	<p>Arrange for correspondence to be passed to the person’s or other person legally responsible for the person’s affairs.</p> <p>Post not to be kept at the assigned Safe at Invicta House or Kroner House. Royal Mail may hold post- confirm this with practitioner before action.</p>
<p>(4) Review the admission status</p>	<p>Practitioner</p>	<p>Review the admission status e.g. discharge date, not returning home, storage and reviewing arrangements as necessary about the pets.</p>

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<p>(5) Returning the person's movable property and keys (as applicable)</p>	<p>Practitioner OSS</p>	<p>For admissions under the Mental Health Act, all movable property, keys, documents and so on would have accompanied the person on admission or very soon after. The hospital will follow its own protocols for returning movable property to the person. The inventory of cash and items recorded on the PP 3 Inventory form provide the details of the items held and/or banked.</p> <p>If the person applies personally or through someone properly authorised by the person for the release of items held, items to be returned. Complete PP 4 form (which must be witnessed and signed).</p> <p>OSS is permitted to handover items completing relevant section of the PP4 form</p>
<p>(6) Records</p>	<p>OSS</p>	<p>All PP forms completed, records, photographs and templates generated by or used by the team during the protection of property activity must be upload to system e.g. Essential Information PP2; Inventory PP3; PP4 (sections 2a, 2b, 4) PP6, PP7, House clearance PP8 letters. (if applicable),</p> <p>See section B2 for list of PP forms and purpose.</p> <p>When Financial Affairs Team involved, provide copies of all PP documentation to them.</p> <p>Having them to hand will assist with any Office of Public Guardian reviews of deputyships where PoP has occurred.</p>
<p>(7) Closing the Protection of Property Activity.</p>	<p>OSS- liaising with the practitioner</p>	<p>The protection of property activity can only be formally closed by OSS when the person no longer requires all personal property and belongings to be protected from loss or damage and all property held in safekeeping, storage arrangements ended, boarding of pets ended, keys and cash banked is returned direct to the person or other alternative arrangements have been made.</p> <p>Update Record System will all documentation.</p>
<p>(8) Costs incurred Remember for all expenditure,</p>	<p>Each month, OSS will</p>	<p>All costs incurred by KCC in protecting the property and care of pets should be recoverable from the person by raising an invoice through KCC Accounts Receivable (Non-Kent Care accounts).</p>

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<p>the instruction from the appropriate delegated manager should have been sought before any such expenditure is made.</p>	<p>complete a Journal Transfer sending to the relevant Locality Team</p>	<p>All debt write offs must be approved by the appropriate delegated responsible officer in Finance. Details of write off process in ASCH Debt Management Policy and Authorisation (of funding) Levels Policy on Tri-x Local Resources.</p> <p>Accounts for minor expenditure up to £100 incurred through the initial steps to protect a person's property paid from Imprest Accounts or through KCC Purchase Card.</p> <p>If the person does not have the means to reimburse KCC for costs incurred, the expenditure should be charged to the Team's budget only when authorisation has been obtained from the delegated authoriser.</p> <p>Each month, OSS will provide information about the costs to date to the relevant locality team.</p>
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Section B1.5: Other considerations, situations and scenarios needing actions

Issue	Responsibility	Guidance
(1) The person denies access to their property	Practitioner	<p>If a person has capacity and does not provide consent for KCC to protect any of their movable property or belongings, or enter any part of their property, then KCC must not do so. The person's social care record must explain the reason for such action.</p> <p>If the person lacks capacity to consent for KCC to enter the property, KCC may exercise its powers to enter the property, if it evidenced that exercising the power is in the person's best interests or is authorised by a Magistrate (s135 MHA). The welfare of animals at the property will also need considering in these circumstances.</p>
2) In addition to KCC, if another person has keys to the property.	Practitioner	<p>If it is known a third person/s holds a key to the property, and it has been established this is the person's wish, the third person/s name and address must be recorded on Essential Information form (PP2).</p> <p>Where there is evidence it is no longer in the person's best interests for the keys to be held by a third person/s, the lead practitioner must ask for the key to be returned and place it in the assigned Safe (clearly marked and inventory PP3 updated) or, for admissions under the Mental Health Act, forwarded to the hospital.</p> <p>If the third person does not return the keys, the third person's name and address must be recorded on Essential Information form (PP2).</p> <p>If third person/s retain keys, be vigilant to changes in the property during the searches (items moved, missing, property left unsecure). Any concerns OSS to report to practitioner immediately so appropriate action can be taken.</p>
(3) Emergency situations to gain entry to the property.	Practitioner	<p>In emergency situations when keys have not been obtained by the practitioner/OSS to gain entry and relatives, friends, or neighbours have not taken on the immediate responsibility of the property, a forced entry may be required if there is a belief there is a significant risk to a person's movable property (e.g. pet).</p>

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		<p>The property must then be left secured. The person will be asked to pay reasonable costs incurred by KCC for this action.</p> <p>If this is not possible and the police, at KCC request, made the forced entry, KCC is responsible for ensuring the security and therefore all costs involved to secure the property (e.g. replacement locks).</p> <p>If the police acted on their own initiative, they are responsible for the subsequent security of property. This may involve temporary fixings, which may need altering later.</p> <p>In these circumstances, consideration given to carrying out full protection of property procedures in case money, pets or valuables left inappropriately in the property.</p> <p>In emergencies, when the person are admitted, detained, and treated in hospital under the Mental Health Act, it may not be practicably possible to undertake a search of the property. In those circumstances, a search must be undertaken as soon as possible and all cash, keys, documents, and any other valuables that have been identified by the person, and then taken to the hospital.</p>
<p>(4) Short term admission- is protection of property still required?</p>	<p>Practitioner</p>	<p>When the person is going into hospital or residential care for a brief period and expected to return to their own home within a brief period, no formal intervention is usually necessary by KCC as very often a person has arrangements with neighbours, friends, or relatives. The practitioner to confirm with the person such an arrangement.</p> <p>Where this is not the case, the practitioner needs to evaluate if there is a protection of property issue. It is important when undertaking such a decision, the care of any pets at the house are taken into account.</p> <p>A person admitted, detained, and treated in hospital under the Mental Health Act, may be short-term admission depending on which section of the Act is applied; there will always be a requirement to undertake the searches and other functions in relation to protecting property.</p> <p>Short-term placements require careful monitoring by the practitioner to make sure that they do not become long term.</p>

Section B1.6

If the person remains permanently in a care home or will not be returning home?

NOTE: See the following section B1.7 when it relates to a deceased person.

Where a temporary placement is to become permanent, the person will need reassessing financially, assuming they will no longer have the money associated with maintaining a home. Temporary storage of personal items in the former home may be required. If lacking mental capacity, action will be required in terms of tenancies, utilities, contents of the property and what to do with personal items kept in KCC safekeeping. The following provides guidance in such circumstances.

<p>(1) Termination of tenancies</p> <p>If the person assessed as lacking the mental capacity to terminate his or her tenancy, it can only be terminated on behalf of the person by someone who has legal authority to do so.</p> <p>A Best Interest Decision maker does not have the appropriate legal authority to terminate a tenancy agreement on behalf of a person lacking capacity. <u>See notes opposite</u></p> <p>Property owners/landlords have the right to seek possession of their property if a tenant has broken the terms of their contract/ tenancy.</p> <p>Staff must not advise or</p>	<p>Practitioner</p> <p>OSS will make the CoP application if required -the practitioner with complete COP3 and direct OSS as appropriate following the outcome of their intervention / assessment</p>	<p>It is essential to terminate any existing tenancy as soon as possible, in order to avoid financial debt to the person .</p> <p>When the person lacks capacity to terminate their tenancy, it can only be terminated by persons who are: -</p> <ul style="list-style-type: none"> • specially authorised to do so by order of the Court of Protection or • hold a Property and Affairs Deputyship with specific authority or • are an Attorney by virtue of a registered Enduring Power of Attorney (EPA) or • Property and Affairs Lasting Power of Attorney (LPA). <p>For further guidance, refer to Tenancy Agreements for People Who Lack Mental Capacity and information about applications to the Court of Protection in relation to tenancy agreements on Tri-x Local Resources.</p> <p>Landlords are entitled to a statutory four weeks’ notice or as laid down in the tenancy agreement. In practice, many landlords will accept an immediate termination on return of the key. If a notice period is required in order to dispose of the person’s property, furniture, and other effects (as long as appropriate authorisation to do has been obtained see B1.6 (3) for more details), the handover of keys need negotiating with the landlord/property owner.</p> <p>On completion of the action, a notification of the date of termination needs</p>
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<p>suggest to a property owner/landlord to terminate a tenancy.</p>		<p>retaining in the system record file.</p> <p>Complete form PP 5 (<i>authority to terminate tenancy form</i>) when person has capacity to decide to end their tenancy and has asked us to inform the landlord on their behalf.</p>
<p>2) Temporary Storage</p>		<p>If storage is required, for example, the landlord has terminated the person’s tenancy, temporary storage may be arranged by KCC ensuring that suitable storage facilities are secure, reputable, and appropriate for the intended use. This may be a Best Interest Decision if no family or friends willing to store the movable property. When KCC have arranged the storage, the facility may require visual checks, in line with property searches guidance.</p>
<p>(3) Seeking consent to dispose (selling or gifting, throwing away) furniture and personal property left at the property or in storage</p> <p>Refer to Appendix 6: Long term storage facilities and/or boarding of pets) for more details.</p> <p>As with ending tenancies, a Best Interest Decision does not provide the necessary legal authority to action the disposal (gifting or selling) of movable property. The BI decision may be an application required to CoP to seek authorisation to dispose.</p>	<p>OSS - will make the CoP application if required</p> <p>Practitioner will complete COP 3 and direct OSS as appropriate following the outcome of their intervention / assessment</p>	<p>A person’s movable property and belongings must not be disposed of, gifted or sold without the person’s consent.</p> <p>When the person lacks the mental capacity to make decisions about the contents of their property, and no suitable relatives or friends who are willing or able to undertake the arrangements for the removal and/or disposal (gifting/selling/throwaway) of tangible assets, KCC may become involved in the disposal, only if appropriately legally authorised.</p> <p>When a person lacks capacity to give permission to dispose (sell/gift/throw away) any of their movable property, this must not happen until OSS has obtained the necessary authority from the appointed Deputy of the Court of Protection, who is specifically authorised by order of the Court of Protection, or a “single order” obtained from the Court of Protection.</p> <p>Obvious rubbish or ruined goods may be thrown away without the need to apply to the Court of Protection. Record what has been thrown away, when and why. However, if unsure whether to throw away, err on the side of caution and retain</p>

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		<p>If a person detained under the Mental Health Act has personal effects in storage, and has not agreed disposal, costs incurred for ongoing storage is recoverable from the person.</p> <p>However, if the decision has been made by the Assistant Director/delegated authoriser that storage costs will not be recoverable from the person, and storage is incurring significant costs to KCC/person consent to dispose of the items should be sought again. If the person still refuses, legal advice should be sought.</p> <p>It is important that the practitioner and OSS have already established the existence of a Will and if any specific items of furniture or effects bequeathed. These to be kept in safekeeping pending a decision by the person or legally authorised person about disposal/selling/gifting.</p>
<p>(4) Arranging the disposal, gifting, or selling of some personal property and belongings.</p> <p>Only when properly legally authorised</p>	<p>OSS</p>	<p>When confirmed by the practitioner that legal authority to proceed obtained (see (3) above) and KCC involved in the disposal of movable property, OSS to obtain a minimum of one written quotation (Complete PP 8 letter template or email). Two members of the OSS should be present when the clearance is undertaken in case any items of value found in previously inaccessible areas.</p> <p>For decisions about the sale of furniture and effects, OSS should select the means that will realise the highest price obtainable for the person. If Financial Affairs Team not involved, the proceeds from the sale of items should be paid into KCC General Account or the person's personal bank account as appropriate.</p> <p>If the furniture and effects are completely unsuitable for sale, the property owner/landlord should be asked to accept the key to the tenancy and to make his/her own arrangements for clearance in order to secure possession. If the property owner refuses to clear the property, KCC will need to arrange clearance with view to dispose.</p> <p>Keep the practitioner up to date</p>

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<p>(5) Items in KCC safe keeping- what to do with them</p>	<p>OSS</p>	<p>All cash, securities, jewellery, or other valuables kept for safekeeping by KCC need returning to the person , and the staff at the residential home or hospital will deal with the matter.</p> <p>The Registered Manager of the care home has the authority to decide whether any items are unacceptable (e.g. limited space, environmental concerns), so negotiation may be required between the care home and the owner of the movable property. When all items and cash returned, the Protection of Property activity is then closed. Seek to recover costs incurred by KCC if appropriate. Record System will need updating.</p>
<p>(6) Utilities When a person will not be returning to their previous home, the utility companies must be informed.</p>	<p>OSS</p>	<p>Where possible, efforts should be made to negotiate that the utility companies accept final metre readings by telephone.</p> <p>Once property authorised, a termination of tenancy should not be delayed because utility companies have not completed their readings. If readings have not been completed at the date the termination of the tenancy becomes effective, the PP 2 Essential Information Form should note the meter readings and the utility companies informed that the key has been transferred to the property owner. Complete letter PP 7 or email.</p>

Section B1.7

Death of a person, probate, and continuing action.

Note: Practice Guidance has been produced when deceased without next of kin or Will and has estate [click here](#) for tri-x link to: *Death of a person with no known next of kin*

Issue	Responsibility	Guidance
<p>(1) Entering the property</p> <p>There is no legal basis to enter the deceased’s property and that having a signed consent or property keys makes no difference(exceptions apply)⁴</p> <p>Upon death, responsibility for the deceased’s property falls to the executors of the will or administrators of the estate if there is no will.</p> <p>If the identity of those persons is unknown or unclear initially, then steps will be taken to try to ascertain who the executors or administrators are (B1.7(2) below for more details how to</p>	<p>Practitioner will direct OSS as appropriate, but OSS will take on this role.</p>	<p>If it was not immediately possible for the OSS to have undertaken a search of the property before the person died and it is believed that a pet is in the property, the RSPCA or other animal charitable organisation may be able to provide advice and/or assistance. (OSS have developed a resource of useful contacts).</p> <p>If KCC have the property keys, they can be handed over to a animal charity representative/ RSPCA officer, on the strict understanding that it is only for the removal of any pets and the key is to be handed back immediately to KCC. Contact details to be taken and recorded on person’s file contact notes and the animal charity representative /RSPCA officer to be told about the immediate return of the keys to KCC. There will be no requirement for KCC to attend with the animal charity representative/ RSPCA officer.</p> <p>If KCC identifies executors of the will or administrators of the estate who can lawfully deal with the property whilst the animal charity/ RSPCA still have the key, the animal charity representative/RSPCA’s officer’s contact details to be given to those persons in order to retrieve</p>

⁴ See Funeral Arrangements Practice Guidance-when a person lived in a KCC care home or integrated care centre immediately before death and KCC has exercised its discretionary power (no next of kin) to pay and arrange the funeral, it is permissible to enter the deceased’s home address specifically for the purposes of locating a Will, prepaid funeral plan or life insurance policy only.

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<p>trace blood relatives).</p>		<p>it.</p> <p>If KCC is, at the time of death, in possession of movable property or keys, care should be taken before handing them over to the executors of the will or administrators of the estate. Complete PP 4 form (section 2b and 4). There should be some proof of the person's authority to deal with the deceased's property.</p> <p>If a person dies before returning to their home and has insufficient funding to meet burial expenses and there are no known or willing relatives willing to make or pay for the funeral arrangements, the district council in whose area they lived usually become responsible for a public health funeral. Where the person dies whilst in hospital, the hospital administration has responsibility for making funeral arrangements (See SC Funeral Arrangements guidance on KNet).</p> <p>The death of the person must be reported to KCC Financial Assessment and Income Unit if involved, and no action taken to release any property belonging to the deceased except to his/her executor/administrator of the estate.</p> <p>Record System needs updating to end involvement and provisions and enter date of death. If an incorrect date entered and the person was receiving services, the practitioner should contact the Financial Assessment and Income Unit urgently.</p>
<p>(2) Unclear who is an executor/administrator of the estate. <u>Only blood relatives/executors/beneficiary of the Will can apply for Probate.</u></p>	<p>OSS or Financial Assessment and Income Unit</p> <p>Practitioner will</p>	<p>When Financial Affairs Team (FAT) prior to death, where managing a person's finances as an appointed <i>public authority deputy</i>, the team will make arrangements to contact a genealogist's service to trace blood relatives. If no blood relatives or Will traced, FAT will make a referral to the <i>Crown Treasury Solicitor</i> (if the net value of the estate is over £500 at the date of death). HM Treasury is then responsible for dealing with the estate. If the person has an outstanding debt, the Income Recovery</p>

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<p><u>KCC is prohibited from applying for a Grant of Probate to administer a deceased estate, even if the Financial Assessment and Income Unit were the <i>public authority deputy</i> for Property and Finance.</u></p> <p>See separate practice guidance on Tri-x "<u>Death of a person with no known next of kin</u>"</p>	<p>direct OSS as appropriate, but OSS will take on this role.</p>	<p>Team within the Financial Assessment and Income Unit will make the arrangements described above. If FAT not involved, OSS to make the arrangements (i.e. contact genealogist, referral to the Crown if required).</p> <p>Note: FAT do not make decisions about the deceased personal possessions.</p> <p>If the net estate is less than £500, items may be gifted to a registered charity such as charities to support vulnerable people. OSS will identify a charity or charities, write an inventory to include a brief description of item/s, gifted to whom, why and make the arrangements. Obtain evidence of receipt from the recipient, upload receipt copy to the record system with the inventory.</p>
<p>(3) Gifting/disposal of furniture and effects</p>	<p>OSS</p>	<p>If the net estate is less than £500, items may be gifted to a registered charity such as charities to support vulnerable people. OSS will identify the charity or charities, write an inventory to include a brief description of item/s, gifted to whom, why and make the arrangements. Obtain evidence of receipt from the recipient, upload receipt copy to the record system with the inventory.</p> <p>Obvious rubbish or ruined goods may be thrown away. OSS to write an inventory in case entitled relatives are traced/make themselves known. If in doubt what to through away, retain until the deceased estate is dealt with. This may require ASCH arranging temporary storage</p> <p>If net estate is over £500, the executors/administrators will be responsible.</p>
<p>(4) Recovering costs from the person's estate.</p>	<p>OSS</p>	<p>Where KCC has incurred expenses in relation to the protection of property and boarding of pets, it will recover these from the deceased estate by raising an invoice through KCC Accounts Receivable (Non-Kent Care accounts).</p>

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		There is no restriction to request that the estate release the costs associated with the protection of property activity, storage, clearance or boarding of pets.
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B 2 Documents to complete for protection of property duties

Practitioners/social workers to upload signed PP1 and PP 2 to MOSAIC through workflow : Upload all templates used to person's MOSAIC record PP1 and PP2 via MOSAIC document library. Other templates on KNet. [KNet link here](#)

Form Name	Purpose	Responsible to action
<p>PP 1 Authorisation Form (Two sections) Easy read available. PP1 in MOSAIC document library</p>	<p>Section One: When seeking written permission from the person to enter the property and exercise duty under s 47 Care Act 2014</p> <p>Section Two: When seeking written permission for the Care of pets at the property when no relatives/neighbours/friends willing or able</p> <p>THIS FORM MUST BE COMPLETED AND SIGNED BEFORE ANY FURTHER ACTION IS TAKEN BY THE PRACTITIONER OR OSS.</p> <p>Only exception if verbal consent received in exceptional circumstances.</p>	Practitioner
<p>PP 2 Essential Information PP2 in MOSAIC document library</p>	<p>The Active record initiated by the practitioner, to be used before, during and added to after search recording personal information, key holders, admission details, property details, insurance details and other info such as items that cannot be removed from the property and any other relevant information</p> <p>Section Five: to record documents and cash passed to KCC Financial Affairs Team (if involved)</p>	Practitioner to complete sections one two and six then forward to OSS to complete remaining sections (as required)
<p>PP 3 Inventory Form-two parts Part One (cash)</p>	<p>Witnessed record of all cash found in the person's property and banked in KCC General Account or handover at hospital admission.</p>	OSS
<p>PP 3 Inventory Form Part Two (articles held in safe custody or</p>	<p>Witnessed form to record all valuables, jewellery and any other small items thought to be of value, and documents removed from the property for safe keeping in the assigned Safe or handover at hospital admission. Added to as required. Part one and two kept with the articles in the Safe and copy form placed in file.</p>	OSS

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handover at Hospital admission)		
PP 3 Inventory Form Part Three (valuable items too large to be removed from the property)	Inventory of each valuable item too large to be removed to the assigned Safe and left at the property). (Refer to team Standard Operating Procedure for details Take a photograph of each item listed and the room and save with this form. Small portable electrical equipment (toasters, kettles, hairdryers etc.) may be group listed with the overall estimated value recorded.	OSS
PP 4. Transfer of Property/Keys-four sections Section One	This form to be used when KCC no longer required to keep movable property in safe keeping, this includes cash banked (recorded on the relevant inventory PP3 forms). Depending to whom we are transferring the items, this will determine which section of the PP4 form needs completing (see below). By signing section 4 of this form, the person has assumed full responsibility for the items. Section One: To be used when movable property and keys returned <u>direct</u> to the owner of the movable property and witnessed following discharge or when admission becomes permanent, or protection of property activity no longer required. Only the practitioner can action this.	Practitioner or OSS
PP 4. Transfer of Property Section Two (a) - Indemnity Transfer of Property Section Two (b) to an executor of a Will or	Section Two: Used when property responsibility/ personal items /cash handed over to a person (e.g. solicitor, family member, friend)-not the owner of the movable property (see section one above). Signed by both the person taking over immediate movable property responsibility with permission of the owner of the movable property or legally authorised person and witnessed. To be used when movable property and keys returned to executor of a Will or administrator of estate when the person deceased.	Practitioner or OSS

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administrator of estate		
PP 4. Personal Property Hospital admission Section Three - NHS Admission Only	Section Three: Used when movable property/cash accompanies a person to hospital. Signed by both the medical professional taking over immediate property responsibility and the owner of the movable property /other legally authorised person and witnessed.	Practitioner or OSS
PP4 Signatures Section Four	By signing section 4 of this form, the person has assumed full responsibility for the personal items and/or protection of property responsibility. This Indemnifies KCC against claims, demands, costs and damages arising out of receipt of items of cash and/or property.	Practitioner or OSS
PP 5 Authority to Terminate Tenancy Form Easy read available	Used when the person remains permanently in care or does not return home. To be signed by person with capacity. If lacking capacity to terminate their own tenancy, to be signed by a person with specific legal authority to terminate the tenancy on their behalf (see B1.6(1) for more details) and witnessed giving authority to KCC to contact landlord to terminate tenancy, dispose of furniture etc. and agreeing to pay rent, other debts and reimburse KCC for any costs incurred during the protection of property activity. See section B1.6 (1) for more details when person lacks capacity to terminate their own tenancy.	Practitioner or OSS
PP 6 Determination of Tenancy template Letter	Completed and sent by KCC to the landlord (when PP5 form signed, the landlord may require copy of PP5 as evidence of authorisation). This evidences the authority for KCC to act on behalf of the person with capacity to give notice to terminate the tenancy. All final accounts in respect of rent, council tax, public utility services and other debts	OSS

Protection of Property and Belongings (includes Care of Pets)

	should be requested.	
PP 7 Withhold Debt Recovery Letter (Template optional)	Where necessary, inform public utility companies and any other debtors about the person's current situation. Letter (if used) will need editing, depending on the addressee. KCC letterhead template only	OSS
PP 8 House Clearance letters (optional)	<p><u>Practitioner/ OSS must seek permission from the owner of the movable property before any actions to clear property with view to dispose (sell, gift or throw away).</u></p> <p>(a) Invitation letter/email to provide Kent County Council with a quotation to clear the contents of the above property (NB: minimum one quote required in line with KCC procurement rules for services and goods less than 8K.</p> <p>(b) Letter/email to advise that quote to clear the property has been successful</p> <p>(c) Letter/email that application for the house clearance was not successful.</p>	OSS
Advanced Statement form for the Care of Pets	<p>A signed form to be completed in case of a future admission, kept in file and referred to when admission is known.</p> <p>Also record contingency in the person's care and support plan</p>	Practitioner

SECTION C

C1 Care of Pets

It is expected that relatives, neighbours, or friends will be able to care for all pets when the person is admitted to a residential establishment or a hospital on a temporary basis, and that the person has had the opportunity to make an advanced statement for planned admissions.

It is not desirable for the person or KCC, to incur avoidable expenses in relation to the boarding of pets, so, where possible the care of pets should be dealt with within the limitations of the finances of the person involved.

If the person is unable temporarily to make the funds available, the cost is likely to fall to KCC in the short term.

C1.1 Advance Statement for Care of Pets

- The care of pets should be documented in the *advance statement form for pets* whilst the person has capacity and as a contingency on the care and support plan
- A copy of the form can be found [on tri-x](#)
- The advance statement allows the wishes of the person to be taken into consideration when pet care might become necessary as part of their care. A person should provide the names and contact details of friends, neighbours or relatives who may be willing and able to care for any animals. The advance statement will be kept with the person's records. This will allow arrangements to be made for animals in the case of both planned admissions and emergency admissions.
- If an advance statement is made that the person would prefer to board their pet at a named establishment, it will be necessary to be assured that the person is able to pay for boarding fees.

C1.2. When the care of a pet is necessary, as part of a planned admission and no Advance Statement for Pets is available

Where an admission is planned as part of a person's care or treatment, the following actions must have taken place to ensure that any pets have had arrangements made for them:

- That the person can help to identify family members who are able to care for the animal and that the family members are contacted regarding the care of the animal whilst the person is in hospital/care home.
- That the person can identify neighbours who are able to care for the animal and that the neighbours are contacted regarding the care of the animal whilst they are in hospital/care home.
- That the person can identify friends who are able to care for the animal and that the friends are contacted regarding the care of the animal whilst they are in hospital/care home.

Protection of Property and Belongings (includes Care of Pets)

C1.2.1 If neither family, neighbours nor friends of the person can care for the animal then it will be necessary to arrange boarding accommodation for them. In these circumstances, the following should take place:

- Gain the person's agreement for boarding the pet –PP1 Form Section two Care of Pets form.
- Obtain an undertaking in writing from the person to pay the costs involved using the PP1 Section two Care of pets. The person should sign this before boarding arranged.
- The person must be able meet the costs that boarding the animal will incur.

The charity or the kennels, cattery or other boarding establishment must be made aware of the circumstances of the person. It should be made clear that the contract is between the boarding establishment and the person. The person must sign any contract paperwork.

C1.2.2 In order to arrange boarding with the boarding providers several relevant documents may need to be produced. These will need discussing with the boarding providers. The documents will include:

- Proof of vaccination – in the case of dogs this should include kennel cough, in the case of cats this should include feline leukaemia and enteritis.

And may also include

- Registration documentation (in the case of some dogs)
- Insurance documentation

C1.3. Decisions to place an animal in kennels at KCC expense

Decisions made to place an animal in kennels at the local authority's expense must fulfil the requirements of the KCC Protection of Property Policy. These are:

- Confirmation that no funds are available to the person
- The person's stay in hospital or residential establishment is not likely to be long term
- The preservation of the animal is essential to the person's welfare.
- That there is no advance statement documentation available about the care of the person's pets.
- The agreement of the Assistant Director/delegated authoriser of the locality area responsible for the care of the person.

C1.3.2 With the person, a review of the arrangement needs to consider certain factors.

These include the person's views, needs, costs involved, prognosis, and likely period away from home, importance of pet ownership to the person, welfare of the animal and frequency of this eventuality. For example, for how long and how often should a dog be in kennels for its own good without being given the chance of a stable new home?

C1.3.3 There is no legal provision allowing KCC to make decisions about the pet without person's consent. Duties and related expenses remain if the care of pets is required under section 47 of the Care Act 2014.

C1.4 Boarding cannot be paid for by KCC if payment has not been authorised

- Where an animal is placed in Kennels, the accounts should be submitted directly to the Assistant Director/delegated authoriser of the relevant locality.
Any such financial arrangement must be reviewed every four weeks

C1.5 When the care of a pet is necessary as an emergency admission and no Advance Statement is available

C1.5.1. In the case of an emergency admission, it is unlikely that there will be sufficient time to assess the ability of the person to pay for boarding accommodation and whether friends, relatives or neighbours would be able to care for an animal.

On these occasions, a brief period may be needed to establish the information required to make a proper decision (i.e. whether sufficient finances are available and whether family, friends or a neighbour could care for the animal).

C1.5.2 It must be established whether family, friends or neighbours can care for the pet after completing the admission of the person.

C1.5.3 If family, friends, or neighbours cannot care for the pet, then agreement must be obtained from the appropriate Assistant Director/delegated authoriser to ensure that payment boarding arrangements obtained. The full cost will be recoverable from the person.

C1.5.4 As with a planned admission, the funding of the boarding placement must be reviewed monthly.

C1.6. Decisions Regarding the Welfare of the Animal

C1.6.1. In the event of a decision regarding the future welfare of an animal, the only proper authority is obtainable from the owner, a person properly authorised by him, or the Court of Protection.

C1.6.2 If in the event of a person's death before a search of the property has taken place; there is no legal basis for the practitioner to enter the deceased property. If it is believed that there is a pet in the property, the RSPCA or another charity should be called.

C1.7 Decisions Regarding the Welfare of the Animal – operations and euthanasia

C1.7.1 In the event that an animal requires an operation, or euthanasia, whilst the person is in hospital/car home then the consent of the person must be obtained if they have the capacity to provide it.

C1.7.2 If the person has capacity, they must sign all consent forms for operations and for euthanasia that the vet will provide. Forms must NOT be signed on behalf of the person that provide consent if the person has capacity to agree to the operation or to euthanasia of the animal.

C1.7.3 If the person does not have the financial resources to pay for treatment and they

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receive means tested help with their rent or Council Tax (Housing Benefit or Council Tax Support/Reduction can contact the PDSA for advice and possible financial support. The PDSA contact number is 0800 731 2502.

C1.7.4 If the person does not have capacity to agree to an operation or to euthanasia, the information must be obtained from the vet as to whether the operation or euthanasia can be delayed until such a time as the person has capacity to make the decision.

C1.7.5 If this is not possible, the next of kin or the nearest relative (as defined by the Mental Health Act) must be contacted in order that the decision can be undertaken by them, taking into consideration the urgency of the presenting situation as advised by the Vet.

C1.7.6 All decisions made about agreement to an operation or to euthanasia of a pet whilst a person does not have capacity to agree must be made with the consent of the next of kin or the nearest relative (nearest relative as defined by MHA). If no next of kin or nearest relative, the Vet will need to make the decision considering the pain and suffering of the animal.

C1.8 Exotic Pets

If the person owns an exotic or unusual animal, then advice must be sought regarding suitable accommodation for it. Advice should be obtained from the RSPCA on the following advice line 0300 1234 999 or directly from the animal's vet.

C1.9. Dangerous Animals

If the person owns an animal that is perceived as dangerous, either by its nature (for example a venomous animal) or an animal that has exhibits dangerous behaviour then the animal must not be approached but the RSPCA should be contacted on their advice line on 0300 1234 999.

C1.10.Maltreated Animals

If there is concern that an animal has been maltreated, then the RSPCA should be contacted on their advice line 0300 123 4999 so that this can be reported. The person should also be informed that this course of action should be undertaken.

Section D: Monitoring

D1 Required outcomes

This policy and practice guidance will make sure that KCC meets its statutory duty to temporarily protect the property of a known person under Section 47 Care Act 2014. This includes consideration about the welfare of any pets.

It will be established if there are suitable family and friends capable and willing to take on responsibility so enabling them to assume full responsibility for the protection of property and care of pets; indemnifying KCC against any claims, losses, expenses, and damages.

Protection of Property and Belongings (includes Care of Pets)

Consent will be obtained before entering a person's property for the purposes of undertaking the Protection of Property activity.

When possible, an advanced statement for pet care will be in place prior to admission when the care of pets might become necessary and, the documentation stored in the person's file.

The care of pets at KCC expense will be short term.

A full search of the property will be undertaken within two weeks of referral to Operational Support Service unless circumstances dictate an earlier search, documenting, removing, and securing/returning valuable and personal items and any documents that will help with the management of their financial affairs. 8-10 weekly visits to the property will be actioned. The return of property will be properly authorised, documented, and signed.

Within an appropriate management framework for learning, Managers will be responsible for identifying when staff are undertaking this activity through supervision and ensuring e-learning, if required, is completed.

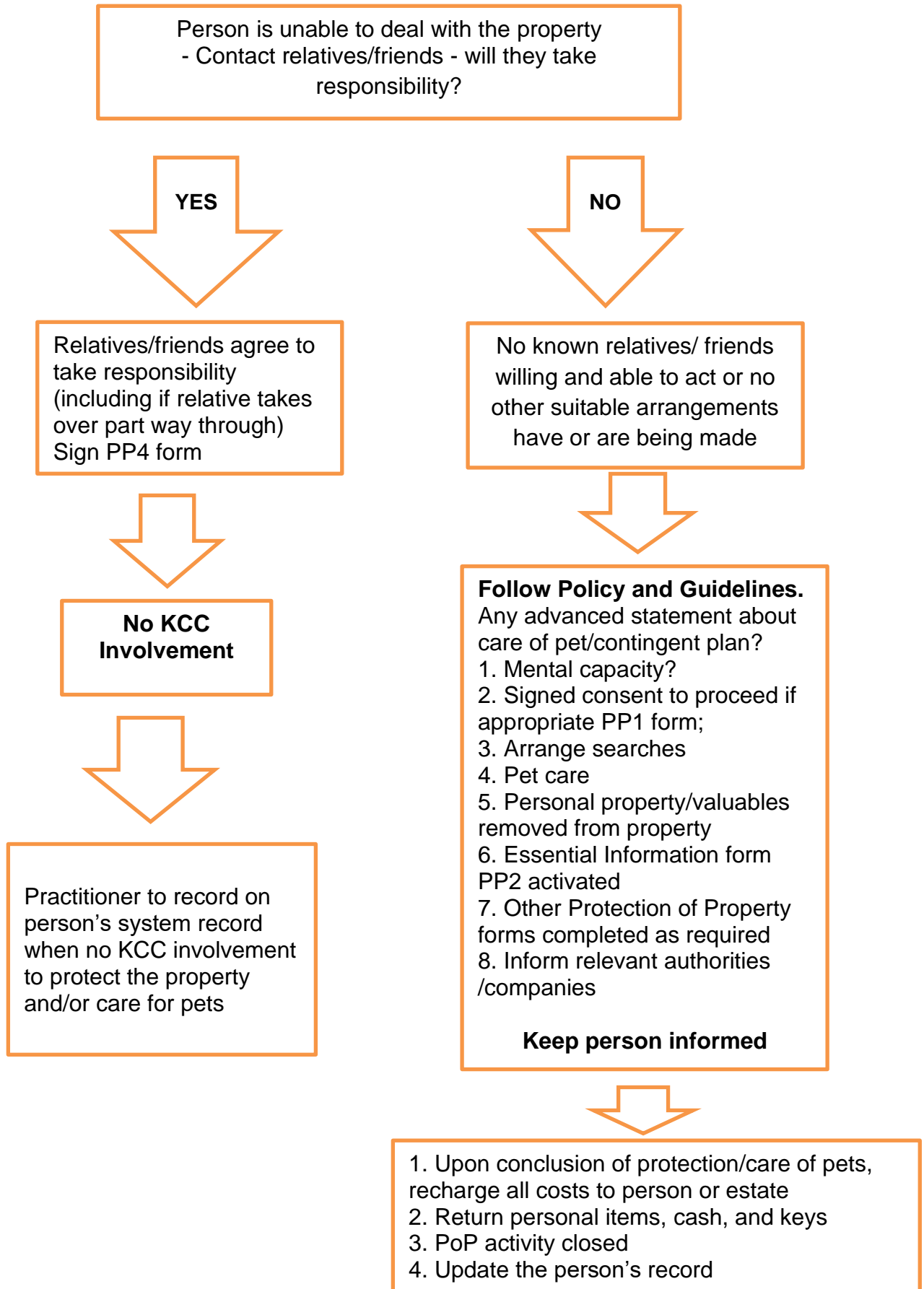
The practitioner and OSS undertaking the protection of property (and care of pet's) activity will be provided with suitable equipment to carry out the function safely.

The Record System will be updated by the lead practitioner throughout the protection of property activity.

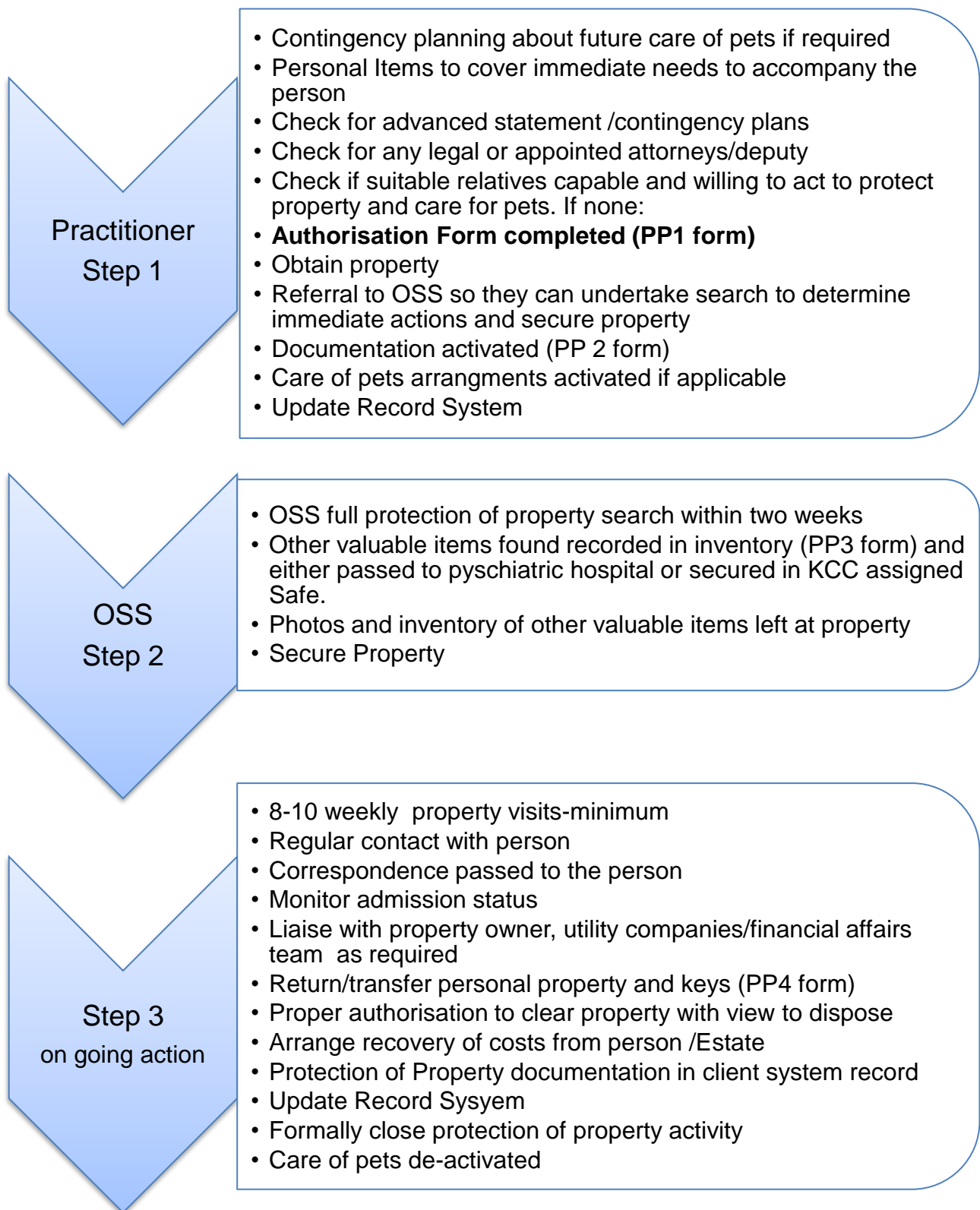
D2 Review of outcomes

Protection of Property activity will be part of overall person's review procedures and costs associated with such situations are part of overall locality budget management arrangements. Therefore, monitoring arrangements within operational teams will ensure that any protection of property activity including care of pets is sufficiently monitored by operational teams. Each month, OSS will provide information to the relevant locality team budget holder about ongoing storage /pet care costs.

Appendix 1. Assessing the Need for the Protection of Property (PoP)



Appendix 2 Protection of Property Overview



Protection of Property and Personal Belongings (includes Care of Pets)

Appendix 3

Appendix 3. The key responsibilities listed ensure the Protection of Property and Assets (including Care of Pets) activity delivered to meet statutory requirements. The list below does not cover all the activity detailed in the Policy but aims to serve as an aide-memoire. Practitioners will have lead responsibility for the protection of property activity and on-going contact with the person when required.

Key Responsibilities	Practitioner	OSS	Policy ref
The practitioner and OSS is responsible to update the relevant Record System an all the stages of the protection of property and care of pet activity and decisions.			
Step One: initial actions			
Put in place Safe System of Work for undertaking duties	✓	✓	Appendix 5
Seeking Consent	✓		A1.4 and B1.1(3).
Mental Capacity Assessments and best interest decisions, COP3 form	✓		A2.1 B1.1(3)
Court of Protection Applications		✓	B1 (4)
Undertake checks to establish if there are suitable relatives that can take responsibility for the protection of property and if there are any advanced statement in place	✓		B1.1(1)
Check any contingency plans, Advanced Statement for Care of Pets	✓		B1.1 (6)
Check any legal representatives	✓		B1.1 (2)
Care of Pets authorisation (PP1)	✓		Section C
Pet Care arranged with signed agreement from person (PP1 and Advanced Statement form); seek necessary authorisation from OSS Head of Service if boarding at KCC expense; arranging transfer of pet to kennel/cattery/other; contact people listed in Advanced Statement who are willing to care for pet and ensure arrangements for pet care takes place	✓		Section C

Protection of Property and Personal Belongings (includes Care of Pets)

Appendix 3

Pet Care support arrangements as directed by practitioner e.g. Contacting charities, making the booking.		✓	
Care of Pets: Seek Authorisation from Head of OSS/delegated authoriser for local authority care of pet's expenditure	✓		Section C
If detention under MHA, any other items of value (keys, cash, documents) found at the property handover to the owner of the movable property/Hospital.	AMHP		B1.1 (11)
Property Insurance checks with the person		✓	B1.1 (9)
Email OSS of Protection of property activity required and sharing all relevant information OSSASCH@kent.gov.uk	✓		B1.1 (13)
Check if KCC Financial Affairs Team Involvement- if yes keep them informed of individual PoP activity		✓	B1.1(14)
Acquire signed authorisations from person or legally appointed person for all aspects of the protection of property (PP1 form).	✓		A1.4, A2.5,
Send copy of signed PP1 to OSS	✓		B1.1 (13)
Complete part one and two of PP2	✓		
Send PP2 to OSS	✓		
Step 2 Preparing for search			
Assess the risks to enter the property- inform OSS	✓		B1.2 (1)
Ask person whereabouts of valuable items, documents (e.g. insurance policies, Will, bank books), keys, money in property	✓		B1.1 (12)
Ask person about future personal correspondence found at the property- confirm happy to receive i.e. forward to the person. Agree action for junk mail NOTE: Post cannot be left in the assigned Safe	✓		B.1.1(10)
Inform OSS of risks and location of valuable/important items	✓		B1.2 (2)

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Appendix 3

Step 3 The Search			
Arrange joint full search of premises within two weeks of referral. Determine immediate property/pets' actions which may require sooner property search action (only if PP1 form completed)		✓	B1.3
Check there is evidence of adequate insurance cover for the property (building and contents). Inform the insurance agent the property is temporarily unoccupied.		✓	B1.3
Correspondence found at the property make arrangements to send to the person or other legally responsible person for the person's affairs.		✓	B1.3
Check correspondence for utility companies details and inform relevant authorities and companies (e.g. utility supplies, council tax, royal mail to hold post (if applicable) about circumstances and, as required, to hold billing for a 4-week period as directed by practitioner.		✓	B1.3 PP7 Appendix 4
To ensure pension book/PIN card, movable property, post is forwarded to the person (liaise with practitioner) or KCC Financial Affairs Team if involved		✓	B1.3
Financial documents found etc. forward to Financial Affairs Team if involved (if not involved liaise with practitioner).		✓	B1.3
Property removed will be listed, secured in the assigned Safe and any money banked, signed, and dated		✓	B1.3
Complete Inventory records and photograph personal belonging remaining at the property PP3		✓	B1.3
Ensure property is secure after each search.		✓	B1.3
Step 4 After the Search: ongoing actions			
Update Record System at all stages of Protection of Property activity	✓	✓	All
Joint 8-10 (max) weekly follow up visits to the property with a colleague		✓	B1.4
Referral to Court Protection, liaise with Solicitors and Financial Affairs Team as appropriate		✓OSS	B1.1(14)

Protection of Property and Personal Belongings (includes Care of Pets)

Appendix 3

Personal correspondence found at the property make arrangements to send to the service or other legally responsible person for the person's affairs.		✓	B1.4 (3) B1.1 (10)
Arrange payment of costs (e.g. Kennel fee,), associated with the Protection of Property function or forward to financial affairs team if involved as directed by lead practitioner		✓	C1
Review admission status and take necessary actions	✓		B1.4 (4)
Returning personal items. Release of property held in safekeeping direct to the person	✓	✓	B1.4 (5)
Returning personal items Release of property held in safekeeping direct to other authorised person (not direct to owner of the movable property- see above)		✓	B1.4 (5)
PoP activity formally closed and recorded when all items and cash returned, and person no longer requires the protection of property activity, including care of pets.		OSS -liaising with the practitioner	B1.4 (7)
Carry out the administration to recover all costs incurred by KCC from the person /estate		✓ OSS	B1.4 (8) B1.7 (3)
All documentation and records must be stored in the person's system record	✓	✓	B1
All PP forms, documentation and records must be checked to ensure completed and signed appropriately with any concerns reported to the practitioner		✓	B1
Other considerations: When person not returning to the property			
Seek legal authority (CoP) to terminate Tenancy, Utilities, gifting/selling of personal items if the person lacks mental capacity and will not be returning home.	✓	OSS will make the application	B1.6 And Separate Policy on tri-x
As directed by the practitioner (see above about legal authority), arrange termination of Tenancy and contact utilities companies to inform them person not returning (final meter readings) Utilities (and house clearance as required) if the person lacks mental capacity .		✓	PP6 B1.6(2)

Protection of Property and Personal Belongings (includes Care of Pets)

Appendix 3

Obtaining consent from the owner of the movable property to clear/remove/dispose of items left at the property, contact utilities, etc. if person has capacity	✓		B1.6 (3)
Once appropriate legal authorisation obtained (when person lacks capacity to consent to clear a property), agreement from delegated authoriser if property needs to be stored at KCC expense.	✓		B1.6(3) Appendix 6
Discuss and review with person the current Care of Pets arrangements and storage	✓		C1 Appendix 6
Arrange clearance, making sure that the practitioner has obtained appropriate consent and authorisation		✓	B1.6(4)
Obtain one quote (minimum in line with KCC procurement rules for services and goods less than 8K.) for house clearance and arrange convenient date/time for clearance		✓	B1.6(4)
Returning items direct to the person or representative	✓	✓	B1.6(5)
Taking steps to find out who are the executors or administrators of estate When clear no next of kin, or no Will, or executors of estate, liaise with FAT within CFS to arrange genealogist trace		✓OSS	B1.7 (2)
Liaising with executors or administrators of estate about Pets, returning items, property keys, disposal of property, recovering costs		✓OSS	B1.7(1)
Inform KCC Financial Affairs Team of death (if involved)		✓OSS	B1.1(13)

Protection of Property and Personal Belongings (includes Care of Pets)
Appendix 4

Appendix 4. Checklist for searches



1	Take paper and pen, gloves, apron, large box, or carrier bags, KCC issued camera (or KCC mobile phone with this facility)	
2	<p>Check for documents etc.</p> <ul style="list-style-type: none"> • Keys • Cash, chequebook, bankbook, bank statements, credit/debit cards, benefit books, pension books, share certificates, premium bonds. • Bills, utility bills, rent book, insurance documents • Will, birth/ marriage/ divorce/ death certificates, shared certificates, passport • Recent personal correspondence • Details of any medical appointments • Address book or diary (for contacts) • Jewellery <p>Items removed when admission to hospital under Mental Health Act Essential movable property if easily located at the property</p> <ul style="list-style-type: none"> • Keys • Cash • Basic toiletries • Spectacles, contact lenses, false teeth etc. <p>Other personal items to follow asap)</p> <ul style="list-style-type: none"> • Benefit Books • Cheque books • Bank book • Credit cards/debit cards • Pension books • Other 	
3	<p>Check for useful/ essential items to go to the person (contact the practitioner for collection to so can be given directly to the person):</p> <ul style="list-style-type: none"> • Glasses, watch, false teeth/ hearing aid • Family photographs, items known to be of sentimental value, part-read book etc. • Clothing 	
4	Check for pets and make arrangements if necessary	

5	Check for perishable food and dispose	
6	Check gas, water, and electricity; turn off or adjust as necessary	
7	Make an inventory and photograph any valuable items (electrical equipment, ornaments etc.), remaining in the property. Use PP3 Form	
8	Make an inventory of all items removed from the house. Use PP3 Form	
9	Complete PP 4 Transfer of property when movable property in safe keeping is handed back to the person or transferred to other appropriate person (e.g. family member, solicitor). This indemnifies the Council against any claims for loss or damage to a person's property or effects. By signing section 4 of this form, the person has assumed full responsibility for the items.	
10	Check property is secure on leaving	
11	Make sure person receives the items they need (see previous point 2 and 3)	
12	<p>Inform the following as appropriate:</p> <ul style="list-style-type: none"> • Contact Financial Affairs Team if applicable • Landlord/ warden/ housing association • Police • Council Tax office • Utilities suppliers • Other creditors, including mortgage provider • Neighbourhood Watch • Royal Mail re holding post • Newsagent/ milk delivery 	

Appendix 5 Safe Systems of Work

The Management of Health and Safety at Work Regulations 1999 require employers to assess any foreseeable risks posed by an activity undertaken by their employees during their work and implement any controls required to address those risks. The assessment should be written down and all staff affected informed of the findings together with any safe system of work drawn up to be used as a control measure. Any safe system of work should be monitored to ensure effectiveness. If an incident occurs, which indicates a weakness in the system or a hazard, which was not adequately identified, addressed or there have been any changes the risk assessment must be reviewed and amended accordingly.

Upon visiting premises with a view to carrying out a protection of property, those attending must ensure that all equipment that may be necessary to conduct the visit is available, e.g. PPE, insect repellent, bin bags etc.

Where premises are found to be in an unsanitary condition that may constitute a health hazard, the problem should be referred to the Borough or District Environmental Health Officer with a request that they should deal with the hazard under statutory powers granted to their Authority. The County Council's Officers should assume control after the health hazard has been remedied.

The points to consider when developing a Safe System of Work (SSoW).

1 Before the visit

- 1.1. Is there any information relating to this person or address, e.g. animals, other occupiers of the premises, condition of the property?
- 1.2. Any equipment that may be required, e.g. PPE that fits, working torch.
- 1.3. Who knows where you are? How long will you be?
- 1.4. How will you contact the office / emergency services?
Do you need a mobile phone?

2 On arrival at the premises and during your visit

- 2.1. What equipment have you identified as needing before you enter the premises? Put it on or take it with you.
- 2.2. Is the property dirty or fouled?
Use appropriate PPE.
- 2.3. Is there evidence of infestation?
What action is required?

If you need to use an insect repellent, wear a protective suite, gloves, and face mask. *If either 2 or 3 are extreme, do not enter the premises; call the Environmental Health Officer.* If an outside contractor must be used, then any such costs should be recovered from the person's funds wherever possible. If there are no funds available, then the cost will fall to the relevant team managing the individual PoP activity.

- 2.4. Is there anyone present in the property?
Do you know who they are?

Should they be there?

2.5. Are there animals in the property?
Do they pose a risk?

If there is any evidence of animals having been present, you should wear gloves to protect from contamination from animal soiling.

2.6. Is the power supply working? Does it appear safe to use? i.e. sockets/switches securely attached to the wall etc.

2.7. Use appropriate PPE when disposing of any perishable food items.

2.8. When inspecting the person's premises, remove items to see what is behind, or beneath them.

2.9 Do not put your hand anywhere you cannot see.

2.10. At the end of the visit place all equipment you have used put in into plastic sacks for disposal or decontamination. Clean your hands with antiseptic wipes or hand cleaner.

3 Suggested Equipment

- Camera (mandatory to record valuable items remaining in the property)
- Personal Panic Alarm
- Disposable overalls.
- Disposable aprons
- Appropriate disposable gloves
- Face masks
- Disposable overshoes
- Plastic sacks
- First aid kit
- Washable clipboard.
- Torch and batteries.
- Antiseptic wipes or hand cleaner.
- Insect repellent.
- Emergency contact lists
- Mobile phone

The above items should be incorporated into the SSOW and should be carried out by the staff carrying out protection of property visits. Staff will need to be trained in their use and reasons for it. Due to the nature of the work and the unknown factors that exist when staff go out to premises, the above items should be carried to all visits. In this way they will readily be available should the need arise. Therefore, staff will not be tempted to enter affected premises without adequate protection.

Appendix 6: Long-term storage of movable property, including boarding of pets

Under Section 47 of the Care Act, we have a duty to protect property of an adult when being cared for away from home. This includes pets as well as movable property (for example, private possessions and furniture).

The section applies where:

- (a) an adult is having needs for care and support met in a way that involves the provision of accommodation, or is admitted to hospital, **and**
- (b) it appears to us that there is a danger of loss or damage to the movable property because-
 - (i) the adult is unable (whether permanently or temporary) to protect or deal with property, **and**
 - (ii) no suitable arrangements have been or being made.

In these circumstances, we must take reasonable steps to prevent or mitigate the loss or damage.

This briefing provides guidance for practitioners when, under our duty to protect the person's movable property, storage facilities and/or boarding of pets have been arranged by KCC and costs are accruing. See supplemental advice to consider when decision taken to seek reimbursement of costs incurred by KCC.

It supplements the Protection of Property and Belongings (includes the care of pets) Policy, Protocols and Procedures.

An advance directive/statement/contingency plan about movable property is important. It becomes relevant if there comes a time when the person is unable to protect or deal with their movable property, including care of their pet/s. It records the arrangements to be put in place e.g. naming (relative/friend etc) who has agreed to look after the property/care for the pet.

Where the person has capacity, the practitioner **must** discuss what arrangements will be made to manage the property/support pets. The practitioner must be clear that the person is expected to pay for any storage or pet care from their own funds.

Where a person lacks capacity at the point of admission or are so distressed it is not appropriate to have the conversation at that time – they should be consulted as soon as possible following their admission. Refer to Mental Capacity Act and Deprivation of Liberty Safeguards policy and practice guidance to remind you when and how to have that conversation.

The Authorisation Form (PP1 form that must be signed, (or verbal consent permitted in exceptional circumstances) and the Advanced Statement form issued with the Protection of Property and Assets (includes the care of pets) policy, detail the person's wishes, agreement, and confirmation that any costs rest with them.

Reviewing the storage/boarding of pet arrangements with the person.

While the person is provided with accommodation or in hospital, the storage arrangements/pet care must be regularly reviewed by the practitioner (**every four weeks**) with the person. Each month, OSS will provide financial information to the locality team budget holder about ongoing KCC costs.

The storage arrangements/pet care reviews must include discussion about:

- the future management of property
- likely period away from home
- person's view and needs about the storage/pet care arrangements
- the length of time the storage arrangements/pet care will or have been in place
- costs accrued for these arrangements
- person's financial responsibility to pay for the storage arrangements/pet care
- person's financial means to reimburse KCC for the storage arrangements/pet care
- checking again if there is a Power of Attorney, Nearest Relative or family, neighbours or friends who can store the property and/or care for the pet
- welfare of the animal

Where the person lacks capacity, the practitioner must consider whether it is appropriate to make a referral to the Court of Protection if it appears a person may not regain capacity.

If the person lacks funds to pay for the storage/pet care, then discussions must include future planning and whether the property will be sold, and/or the pets rehomed. A realistic timescale for a decision must be reached.

At an agreed point agreed between the practitioner and their line manager (informed by the individual circumstances) a letter will be written to the person outlining the expectation that the person will come to a decision about their property (see below).

All discussions must be recorded in case file.

Costs

It is not desirable for the person or KCC to incur avoidable expenses in relation to the storage arrangements/pet care. Therefore, the costs should be dealt with within the limitations of the finances of the person involved.

See supplement when decision made to seek reimbursement of costs.

Ending the storage arrangements

Through regular reviews of the storage arrangements/pet care with the person, if it is clear the costs accrued are **not** within the limitations of their finances, a further discussion with the person must take place to decide next actions that include:

- likely period person will continue to be away from home
- will person return home?
- person's financial means to pay for the ongoing storage arrangements/pet care

- alternative arrangements e.g. Power of Attorney, a “Nearest Relative”⁵, any family, neighbours or friends who may agree to store the property/care for pet

If the person will not be returning home; does not have the financial means to pay for on-going storage arrangements; and cannot identify any family and friends to help, the following actions may be required (not exhaustive- KCC must act reasonably when making decisions: consider impact on person’s wellbeing).

- the person agrees to dispose (sell, gift, throw away) of some/all items in storage (i.e. reduced costs)
- the person agrees to rehoming of the pet
- contacting RSPCA or any of the other animal charities for advice and guidance- <https://www.rspca.org.uk/>
- person to financially contribute in part towards ongoing costs incurred by KCC
- maintain current storage/boarding arrangement but person reimburse KCC costs (ongoing and/or retrospective costs)
- KCC end payment for the arrangements- only when alternative arrangement in place

SUPPLEMENT: Suggested text (adapt accordingly for individual circumstances) to be included in the practitioners written correspondence with the person. Use when the decision has been taken by KCC to seek reimbursement of costs. This decision must be as a result of ongoing discussions with the person which explored alternative arrangements.

For more details refer to Section 2 above “Reviewing the storage/boarding of pet arrangements with the person.” The practitioner must seek agreement from their line manager.

Following our discussion on xxxxxx, I am writing to reaffirm KCC agreement about the ongoing storage arrangements for your belongings whilst you are away from home.

At the time of your admission to (hospital/residential accommodation), it appeared to KCC there was a danger of loss or damage to your belongings because you were unable to protect or deal with them, and there were no other suitable arrangements being made. In these circumstances, under s47 of the Care Act 2014, KCC has a duty to protect your property whilst you are being cared for away from home.

KCC made the arrangements to temporarily store your property at xxxxx at a cost of £ xxxxx per week/month.

I have discussed with you the arrangements, if there are alternatives such as any family, neighbours or friends who may agree to store the property, your views and needs about the storage, the likely period you will be away from home, the length of time the storage arrangements have been in place, the costs accrued, your financial responsibility to pay for the storage arrangements and your financial means to reimburse KCC for the costs incurred.

I have agreed with you to maintain the current arrangement but set up arrangements with you to reimburse the costs to KCC as s47(7) Care Act 2014 permits. I will continue to discuss with you the arrangement, the costs and explore with you (if appropriate) options to reduce storage costs.

⁵ A person’s Nearest Relative is defined in the Mental Health Act 1983 and has specific rights about the care and treatment of a their relative. Many people confuse the term Nearest Relative with ‘next of kin.’ There is no legal definition of who a person’s next of kin, it is usually their closest relative, but it can be anyone who the person chooses including a close friend. A person may have several next of kin, but the Mental Health Act only permits there to be one Nearest Relative who is not chosen by the person but the criteria for who this is, is clearly laid down in the Mental Health Act.

[\(Please Click Here to Return to A1.12\)](#)

Appendix 7. Financial Controls: Operational Support Service Team

1. If a large amount of money is found at the property this will need to be banked at Nat West. Once banked – email KCC Remittance Advice (kccremit@kent.gov.uk) with details (name, amount, banking slip number etc) and quote on PP2 section 3. For a person admitted to hospital under the MHA, cash forwarded to the hospital then **Follow Team Standard Operating Procedure**. Person's initials, and system ID should be recorded in the description field on the banking slip.
2. If the person finances are managed under the Financial Assessment and Income Unit, bring back relevant documents, post and any cash to Sessions House Maidstone and pass to financial affairs team. Use form PP2 (section five) to record what documents and cash have been given to financial affairs team. This team will follow own recording procedures when involved, documents/cash received (following the search) and when returned to the person .

Appendix 8: Tenants belongings left behind when tenancy is going to end (or has ended)

This guidance provides some information for Adult Social Care staff about what can/cannot happen to a tenant's belongings when KCC has taken on responsibility of a tenant's movable property under s47⁶ of the Care Act when away from home.

It also provides a helpful overview of Tenancy Agreements and what a landlord can/cannot do in relation to a tenant's belongings when tenant away.

In terms of belongings, section 5 provides staff actions and notes if the landlord or tenant ends the tenancy.

For information, when staff are supporting with an application in relation to signing or terminating a Tenancy Agreement on behalf of an adult who lacks capacity you must refer to "Operational Guidance-Tenancy Agreements/Terminations for an adult who lacks capacity" on Adult Social Care policies, documents and templates area on [Tri-x Local Resources area](#)

Remember, if a person does not have the capacity to understand a Tenancy Agreement i.e. do not have "contractual capacity" then an application to the Court of Protection is required.

1. Overview of a Tenancy Agreement.

1.1 A Tenancy Agreement is a contract between the tenant and the landlord. It lets the tenant live in the property if the rent is paid and follow the rules. It also sets out the legal terms and conditions of the tenancy. Both the tenant and the landlord have certain rights and responsibilities.

1.2 The landlord must get the tenants agreement if they want to make changes to the terms of the Tenancy Agreement.

1.3 A Tenancy Agreement should say how much notice the tenant needs to give the landlord before the tenant leaves the property.

1.4 If the landlord wants to end the tenancy, they must give the tenant notice in a particular way giving the tenant information and warnings. This will depend on the type of Tenancy Agreement and its terms.

1.5 If the tenant lacks capacity to understand letters or documents in relation to an eviction, the proceedings must cease until a court appointed Deputy manages the tenants financial and property affairs (when the tenant has not granted a Lasting Power of Attorney).

1.6 A tenancy does not automatically end when a tenant dies. It will become the responsibility of the executor of the deceased tenant to continue paying the rent until they can surrender the tenancy, including clearing the property and making sure utility bills are paid.

2. Does the Tenancy Agreement cover the belongings?

2.1 Tenancy Agreements will often include an express obligation requiring the tenant to remove their belongings from the premises at the end of the term. In addition, the Tenancy Agreement will sometimes go on to explain what the landlord can do with such belongings that are left at the property at the end of a tenancy

⁶ Full details in ASCH Protection of Property (including care of pets) Policy on KNet.

2.2 Any belongings left at the property still belong to the tenant and are protected by Torts (Interference with Goods) Act 1977 ("[the Act](#)").

2.3 There is a legal duty on the landlord to take reasonable care of the belongings until they are either returned to their owner or disposed of legitimately.

3. If the Tenancy Agreement does not cover belongings

3.3 If there is nothing covering belongings in the Tenancy Agreement, the landlord cannot simply deal with or dispose of the belongings despite being in possession of the items without their consent.

3.4 This means they cannot deliberately or recklessly damage or destroy the belongings, including the sale of the goods knowing they are not theirs. The landlord must try to return the belongings to the owner.

3.5 If the landlord throws away property belonging to the tenant, without the tenants written consent (or consent from Deputy specifically authorised by order of the Court of Protection⁷), which subsequently turns out to be of value, the landlord may be subject to a claim from the tenant for damages.

3.6 The landlord if trying to return the belongings to their owner through a third party, they must ensure that the third party has the owner permissions to receive them.

4. If the landlord believes belongings have been "abandoned"

4.1 The landlord may assume the belongings are "*abandoned*" if a tenant has vacated their property however, the onus is on them (*the involuntary Bailee*⁸) to establish this fact.

4.2 The landlord must check that the tenant has indeed vacated the property. Abandonment is rare. If a tenant is not at the property but has left belongings it is arguable that the tenant intends to return to the property and had not actually been abandoned.

4.3 The landlord must take reasonable steps to locate the former tenant and follow the procedure under "the Act" Notice should be served in accordance with Schedule 1 of "the Act", requiring the tenant (or the true owner of the belongings) to come and collect them.

4.4 Under "the Act", a letter needs to be sent to the former tenant stating their intention to sell/dispose of the belongings and giving the following written information: landlord name and address; details of items held; place where they are held; the date which they intend to sell/dispose-giving the former tenant a reasonable amount of time to collect the belongings (e.g. 2-4 weeks).

4.5 If after serving notice under "the Act," the former tenant has not collected their belongings within the stated period, the landlord is likely to assume the belongings have been abandoned and free to deal with them as they see fit. If the landlord decides to sell the "abandoned" belongings, the proceeds of sale (deducting any storage/sale costs) belongs to the owner of the belongings.

⁷ or someone who holds a Property and Affairs Deputyship with specific authority or are an Attorney by virtue of a registered Enduring Power of Attorney (EPA) or Property and Affairs Lasting Power of Attorney (LPA).

⁸ The landlord becomes an 'involuntary Bailee', having acquired goods left at the property which belong to another. An involuntary Bailee is not allowed to profit from the sale of any items they are looking after. There is a legal obligation to account to the owner with the proceeds of the sale (less any costs of sale/auction fees).

5. Belongings of a tenant being cared for away from home under s47 of the Care Act 2014

When KCC is undertaking the protection of property duty when an adult with care and support needs is being cared for away from home in a hospital or care home staff must refer to the “Protection of Property (including care of pets) Policy” in Adult Social Care policies, documents and templates (note: PP1 and PP2 on MOSAIC document library) area on [KNet](#)

5.1 A tenant with care and support needs who is being cared for away from home in a hospital or care home, is still obligated by the terms of their Tenancy Agreement.

5.2 In terms of belongings left at home, below is a summary of actions when a tenant is being cared for away from home and KCC has taken on responsibility for the movable property under the s47 of the Care Act.

Situation	Staff Action	Note
<p>Tenant admitted to hospital or residential care on a temporary basis</p>	<p>Inform landlord tenant away from home.</p> <p>Subject to the tenants written consent (or MCA Best Interest decision) under s47 of the Care Act, the property will be visited regularly by KCC representatives. (Full details Section B and Section C in Protection of Property (including care of pets) policy)</p>	<p>This will alert landlord that the tenant has not “abandoned” their belongings and expected to return.</p> <p>Rent will still need be paid</p> <p>The tenant must report to DWP changes in their circumstances which might affect their entitlement to Housing Benefit.</p> <p>Tenant continues to receive Housing Benefit for up to 52 weeks when the tenant intends to return home. If the tenant will not be returning home (i.e. now needing permanent residential care), Housing Benefit will cease after 4 weeks when placement becomes permanent.</p>

<p>The tenant does not/will not return home and some belongings remain in their home</p>	<p>Discuss with the tenant the formal arrangements required to end their tenancy. Notice periods required. Does tenant want KCC to inform the landlord on their behalf?</p> <p>What does the tenant want to do with their remaining belongings e.g. friends/family look after the belongings, tenant wants to keep some/all belongings, dispose some or all?</p> <p>If lacking capacity to end the tenancy, application to the Court of Protection for order to end tenancy (and if necessary, disposal of tenant's belongings)</p> <p>Inform the landlord the tenant not returning-notice period requirement as determined in the Tenancy Agreement.</p>	<p>The Landlord to return applicable tenancy deposit when tenancy ended.</p>
<p>Situation</p>	<p>Staff Action</p>	<p>Note</p>
<p>While tenant away, the landlord intends to end the tenancy and wants all belongings at the property cleared</p>	<p>Inform the tenant- find out what they want to happen to their belongings.</p> <p>If required (because family/friends unable to help store the belongings) make the arrangements for temporary storage of belongings (ensuring appropriate ASCH senior management approval if initial storage costs to be incurred by KCC)</p> <p>When tenant lacks capacity to make a decision about disposing of their belongings and a decision made on their behalf is in their best Interest to apply to the Court of Protection for an order to dispose of tenant's belongings, KCC/OSS will make the</p>	<p>The landlord must give notice in a particular way to the tenant, including certain information and warnings.</p> <p>If there are no suitable relatives able and willing to act, applications to the Court of Protection will be dealt with by the practitioner for the appointment of a Property and Affairs Deputy.</p> <p>The landlord cannot legally dispose of the tenant's belongings without the tenant's consent or opportunity to collect (see paragraphs 3 and 4 above).</p>

	<p>application.</p> <p>If the tenant lacks capacity to understand letters or documents in relation to an eviction, the proceedings must cease until a court appointed Deputy manages the tenants financial and property affairs (when the tenant has not granted a Lasting Power of Attorney).</p>	
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