

Protection of Property briefing.

Long-term storage of personal property, including boarding of pets



1. Introduction

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 personal 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 moveable 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 moveable property, storage facilities and/or boarding of pets have been arranged by KCC and costs are accruing. See supplemental advice below to consider when decision taken to seek reimbursement of costs incurred by KCC. It is Appendix 6 in the Protection of Property and Belongings (includes the care of pets) Policy, Protocols and Procedures.

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

An advance directive/statement about moveable property is important. It becomes relevant if there comes a time when the person is unable to protect or deal with their personal 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

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their admission. Refer to Mental Capacity Act & Deprivation of Liberty Safeguards policy & 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 Belongings (includes the care of pets) policy, detail the person's wishes, agreement and confirmation that any costs rest with them.

2. 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, the Operational Support Service (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 views 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).

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All discussions must be recorded in the person's record.

3. 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 below when decision made to seek reimbursement of costs.

4. 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, 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 all 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 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 of the arrangements-alternative arrangement in place

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Supplement.

Suggested text (*adapt accordingly for individual circumstances*) to be included in the practitioner's 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.