

## SCHEDULES

### SCHEDULE 5

#### RELIEF FOR TEMPORARY DISPOSSESSION

##### *Obligations of Corporation*

- 2 (1) Subject to the following provisions of this Schedule, in the case of any resident, the Corporation shall so long as the period of dispossession lasts be under an obligation at all times—
- (a) to make available alternative living accommodation which is of a standard comparable to the general standard of the housing accommodation under the management of the local authority and is otherwise reasonable having regard to all the circumstances, including the probable duration of the period of dispossession; or
  - (b) to pay to the resident the amount, if any, by which the aggregate expenditure reasonably incurred by him by way of rent, food, living accommodation, heating, light and other household expenses exceeds what it would have been if the subsidence damage had not occurred and he had continued to reside in the dwelling-house.
- (2) The Corporation shall not be under any obligation under sub-paragraph (1) above in respect of any part of the period of dispossession during which, irrespective of the subsidence damage, the resident in question would not have been residing at the dwelling-house.
- (3) Subject to paragraph 4(2) and (3) below, and without prejudice to their liability under sub-paragraph (1) above in respect of any part of the period of dispossession falling before the making of their election, the Corporation may elect which of the two courses open to them under sub-paragraph (1) above they will for the time being adopt in any particular case.
- (4) In the case of any resident towards whom the Corporation are under an obligation by virtue of sub-paragraph (1) above, they shall also be under an obligation to pay—
- (a) his reasonable expenses in removing from the dwelling-house of which he is temporarily dispossessed; and
  - (b) any expenses reasonably incurred by him in consequence of the temporary dispossession.