



Review of a determination by IPSA to refuse an expense claim.

Emma Reynolds

Former Member of Parliament for Wolverhampton North East.

Tracy Hawkings
Compliance Officer for IPSA
Second Floor
85 Strand
London
WC2R 0DW

March 2020

Introduction

1. This review has been conducted following a request by Emma Reynolds, the former MP for Wolverhampton North East, to consider a decision of the IPSA contingency panel process to refuse to pay one month's rental costs for her constituency office in light of her losing her seat in the 2019 December General Election.
2. The guidance which applies in this case comes under Section C Chapter Six of the "The Scheme for MPs' Scheme for Business Costs and Expenses". At the time, Ms Reynolds signed the lease in January 2017, the eighth edition of "the Scheme" was in force.
3. IPSA publishes and operates The Scheme of MPs' Business Costs and Expenses (the Scheme) in exercise of the powers conferred on it by section 5(3)(a) of the Parliamentary Standards Act 2009. The Scheme had, since April 2012, contained **guidance**¹ that MPs were advised to negotiate a two-month break clause:
The guidance read "MPs are strongly advised to negotiate a clause within their contract to allow them to extricate themselves from the contract within two months in case of a change in circumstances such as the loss of their seat at a General Election."
4. This was the guidance that was in place at the time Ms Reynolds entered in to the lease contract with her Landlord. The landlords were not prepared to accept a two month wind up clause and insisted on a three month period of notice. That being the case, Ms Reynolds sought advice from IPSA, explaining the position with regards to the terms of the lease. Based on the advice and reassurance given by IPSA, Ms Reynolds entered in to the contract.
5. In April 2017, IPSA published the ninth edition of the Scheme which addressed the issue of a break out clause within the main text of Chapter 6. In this later edition, more explicit and clearer instructions were given to MPs. The guidance read that IPSA would not pay more than two months wind up costs in respect of rental agreements unless MPs could demonstrate the circumstances were unavoidable.
6. The change in guidance was followed up with communication bulletins issued on 16th March 2017, which contained a link to a consultation report and the list of key changes. In addition, MPs were also reminded about the guidance in the run up to the 2019 General Election.
7. In December 2019, Ms Reynolds lost her seat and gave notice to her landlords to quit the premises on 17th December. Upon claiming the rental costs for the office for the period 1st January 2019 to 16th March 2020, IPSA refused to pay the full amount on the basis that the guidance under the Scheme stipulated a two month wind up clause. The sum of money in dispute is £311, which covers the period 1st to 16th March 2020. In addition, there will be the costs of any utility

¹ Within the "Scheme" are greyed out sections which denote guidance/advice only.

bills for this period. In this case, an electricity bill is expected but cannot be calculated until the notice period has expired.

8. The MP subsequently made an application for her case to be considered at the IPSA contingency panel.
9. The case was heard on three separate occasions at the contingency panel meetings held, on 9th, 23rd and 28th January 2020. Ms Reynolds' application was not upheld and in light of this, she made a request to the Compliance Officer to conduct a review on 5th February 2020.
10. *Section 6A of the Parliamentary Standards Act 2009* (the Act) provides that if:
 - (1)(a) the IPSA determines under section 6(3)² that a claim is to be refused or that only part of the amount claimed is to be allowed, and
 - (b) the member (after asking the IPSA to reconsider the determination and giving it a reasonable opportunity to do so) asks the Compliance Officer to review the determination (or any altered determination resulting from the IPSA's reconsideration).
 - (2) The Compliance Officer must -
 - (a) consider whether the determination (or the altered determination) is the determination that should have been made, and
 - (b) in light of that consideration, decide whether or not to confirm or alter it.
11. Paragraph 9 of the notes for Guidance on the Conduct of Reviews by the Compliance Officer for IPSA states that:

“The Compliance Officer will, taking into account all information, evidence and representations, decide whether the determination (or the altered determination) is the determination that should have been made under the Scheme and in light of that, whether or not to confirm or alter it”.
12. As IPSA had conducted an internal review through the Contingency Panel process, there is no impediment to the Compliance Officer accepting the request for a review from Ms Reynolds.

The Review

13. In conducting the review, the Compliance Officer has utilised the fourth, eighth and ninth Editions of the Scheme.
14. In addition, the Compliance Officer has reviewed the following information:

² Section 6(3) of the Act states that on receipt of a claim, the IPSA must – (a) determine whether to allow or refuse the claim, and (b) if it is allowed, determine how much of the amount claimed is to be allowed and pay it accordingly.

- ◇ Communication between the MP and the CEO of IPSA.
- ◇ The contingency panel application submitted by Ms Reynolds.
- ◇ The minutes of the contingency panel meetings which considered the request.
- ◇ All communications sent out by IPSA with regards to changes in guidance concerning break out clauses.
- ◇ Reviewed the notes held on the case records management system and copies of the previous and current lease agreements.
- ◇ Additional information provided by Ms Reynolds during a telephone consultation with the Compliance Officer. (27/02/20)

The Basis for the Review request by Ms Reynolds

15. As previously stated the claim subject of this review relate to a tenancy agreement for the Constituency office of Emma Reynolds, who at the time was the Labour MP representing the constituency of Wolverhampton North East. She was originally elected in 2010, taking over from her predecessor Ken Purchase MP.
16. The Constituency office was situated at Stafford Road, Wolverhampton and had been rented by Ms Reynolds' predecessor since 1992. When Ms Reynolds was elected to Parliament in 2010, she took over the lease agreement for the Constituency office.
17. There were a number of reasons why Ms Reynolds retained the premises:
 - ◇ It was the established base for the Labour Constituency office and had been since 1992.
 - ◇ The rental costs were low for business accommodation (£7000 per annum) and therefore provided good value for money.
 - ◇ The building was fit for purpose with sufficient space for Ms Reynolds support team and a meeting room for Constituents.
 - ◇ The building was suitable to cater for people with disabilities and had adequate security arrangements in place.
18. The 2010 lease expired in 2015 and this was renegotiated by Ms Reynolds in November 2016. The 2010 lease contained a two month break out clause but during negotiations to renew the lease the Landlord insisted on a change of terms and conditions to include a three month break out clause.
19. Before signing the lease, Ms Reynolds contacted IPSA to explain the situation and sought advice with regards to the position she faced. She communicated with a senior manager within IPSA, who gave her the following advice in writing on 23rd November 2016 – "In answer to the break out clause in section 7, I can confirm that although we do advise MPs to negotiate a two month notice period we appreciate this is not always feasible. In the event of a loss of office following an Election, you would be able to claim for the three months from your Winding up budget once it is issued". IPSA has recorded this on the case records management system.

20. In light of the assurance provided by IPSA, Ms Reynolds entered in to the lease agreement on 26th January 2017. Her position is, she would not have done so had it not been for the assurance she was given.
21. When Ms Reynolds lost her seat in the December 2019 General Election, she was required to give three months' notice under the terms of the rental agreement. She did so on 17th December and the three month period expires on 16th March 2020.
22. IPSA subsequently refused to pay the rental costs for the period 1st to 16th March as that is the period which sits outside the two month winding up clause as stipulated in the later version of the Scheme.
23. Ms Reynolds made an application to the Contingency panel process which refused her application and then made a request to the Compliance Officer to conduct a review.

Position of IPSA

24. The first edition of the "Scheme" was published in 2010. There have been several amendments made in the intervening years and new editions published. The current edition in force is edition eleven. Before any changes can be implemented there has to be a period of public consultation and the consultation report is published.
25. Within each edition of the "Scheme", there are greyed out text boxes which are used to provide advice only to assist with the interpretation of "The Scheme". The first mention of the need for MPs to negotiate a two month wide up clause in their rental agreements featured in fourth edition of the Scheme in a greyed out box and read ³

"MPs are strongly advised to negotiate a clause within their contract to allow them to extricate themselves from the contract within two months in case of a change in circumstances such as the loss of their seat at a General Election."

26. On 1 April 2017, following a comprehensive review, IPSA amended the Scheme to make it clearer and more explicit that it would not fund any rental costs beyond the two-month winding-up period. The below paragraph was within the main text of the edition at paragraph 6.19 and read⁴

"MPs should negotiate a clause in their contracts to allow them to give two months' notice in the event of a change in circumstances, such as losing their seat at a general election. They will only be able to claim for rent and other office costs incurred during the two month winding-up period after the election. Any further costs incurred after that period will not be funded by IPSA, unless MPs can demonstrate that they were unavoidable."

³ Fourth edition of the Scheme published April 2012.

⁴ Ninth edition of the Scheme – published April 2017.

27. Prior to publication of the 2017-18 Scheme, an IPSA Bulletin was sent to MPs on 16 March 2017 setting out that IPSA was publishing a new edition of the Scheme⁵. This bulletin also linked to a short non-comprehensive list of changes to the Scheme and to a consultation report ⁶(which set out all of the changes in detail. Paragraphs 323-330 of the consultation report refers to the change to the rule above, which states that MPs should negotiate a two-month break clause in their rental contracts).
28. During the run up to the election on 12th December 2019, IPSA sent out a further communication to MP's which reinforced this section of the guidance.
29. At the point Ms Reynolds submitted an expense claim in relation to her rental costs for the three month period following the loss of her seat, IPSA rejected part of the claim citing the guidance as outlined above as the reason.
30. This matter was subsequently reconsidered at the IPSA contingency panel process, following receipt of an application from Ms Reynolds. The IPSA Contingency Panel first considered the application on 9th January 2020, again on 23rd January 2020 and finally on 28th January 2020.
31. During the meeting held on 9th January 2020, the panel rejected the application as they considered that the former MP should have been aware of the rule and had sufficient time to change her arrangements.
32. Ms Reynolds was informed of the decision. She subsequently had a telephone conversation with the CEO of IPSA on 17th January and he agreed to revisit the application at the meeting on 23rd January.
33. In advance of the meeting on 23rd January, Ms Reynolds provided further information in a letter dated 22nd January, which she requested the Panel consider:
 - ◇ At the time of the renewal of the office lease in November 2016, the Landlord indicated that they would only be prepared to renew the tenancy agreement if the break clause notice period was 3 months. Ms Reynolds considered this commercially reasonable and, having taken advice on custom and practice in the commercial leasehold market, was advised that this is, if anything was on the generous from a commercial landlords perspective.
 - ◇ Notwithstanding the above, Ms Reynolds confirmed the position specifically with IPSA. and received a written response on 23rd November 2016, that she would be able to claim three months' rent from her winding up budget in the event of losing her seat.

⁵ (<https://www.theipsa.org.uk/media/1804/bulletin-5-16-march-2017.pdf>) – See Appendix one

⁶ <https://www.theipsa.org.uk/media/1606/2017-03-16-ipsa-review-of-scheme-of-mps-business-costs-web.pdf>
(App two)

- ◇ In reliance on this assurance from IPSA, the MP entered into the lease with the Landlord on 26 January 2017. Ms Reynolds made it clear that she would not have signed the lease, had she not secured this written confirmation from IPSA.
 - ◇ The MP pointed out, the IPSA guidance changed later that year (in 2017) after her lease contract was entered into.
34. During the contingency panel meeting on 23rd January, the panel discussed the weight that should be attached to the advice Ms Reynolds was given by an IPSA employee in 2017 prior to her signing the lease. The panel concluded that on the basis of the advice given, the application should be approved. However the decision was revisited later on in the same meeting and agreement could not be reached. Due to the fact the meeting had overrun and two members of the panel who had made the original decision were no longer present, it was decided to reconsider the application in the meeting on 28th January.
35. At the contingency panel meeting held on 28th January, Ms Reynolds application was considered again. There was a long discussion but in the end the panel rejected Ms Reynolds application. The main reasons given were that Ms Reynolds had not made any attempt to renegotiate the terms of her lease following the change of guidance in 2017 and therefore her application did not fit the definition of “Unavoidable” as outlined in paragraph 6.19 *“Any further costs incurred after that period (2 months break out clause) will not be funded by IPSA, unless MPs can demonstrate that they were unavoidable.”*

Considerations

36. The compliance officer identified four areas which need to be considered in making a decision:
- ◇ How much weight should be given to the advice provided by IPSA to the MP in November 2016.
 - ◇ The guidance that was in place at the time the lease contract was entered in to.
 - ◇ The subsequent changes to the Scheme and how they were communicated.
 - ◇ The definition of the term “Unavoidable” and how that should be interpreted.
37. The scheme that was in place at the time Ms Reynolds sought the advice in relation to her landlords’ position on a 3 month break out clause, was the 8th edition. In that edition and previous editions of the Scheme, the general position was that IPSA would not provide advice on whether or not a claim is allowable, this would be determined at the point the claim was made together with any supporting evidence provided.
38. Clarity on this issue was given for the first time in edition nine of the Scheme which states: “IPSA supports MPs and their staff to comply with the rules of the Scheme by providing advice on the rules and whether a particular claim is likely to fall within the Scheme. Such advice is not a decision to allow or refuse a claim. That decision can only be made when the claim is submitted together with the supporting evidence”.

39. However, the fact that the MP sought the advice from a senior manager and received a reply in writing which effectively gave her an undertaking that the payment would be approved cannot be ignored. The advice was asked for and given in good faith and on the basis of it, the MP entered into a legally binding contract.
40. At the point the advice was given, IPSA's position on a two month break out clause was an advisory one only. It later became incorporated into the main Scheme in April 2017, some five months later.
41. The changes to the Scheme stated that *MPs "should negotiate a clause in their contracts to allow them to give two months' notice in the event of a change in circumstances, such as losing their seat at a general election. They will only be able to claim for rent and other office costs incurred during the two-month winding-up period after the election. Any further costs incurred after that period will not be funded by IPSA, unless MPs can demonstrate that they were **unavoidable**."*
42. The new scheme was published in April 2017 and prior to that a bulletin was sent out on 16th March notifying MPs that a new scheme was coming in to force. The bulletin provided a summary of the key changes, **however**, there is **no** specific mention of the implementation of a two month break out clause in the bulletin⁷. IPSA also sent out the consultation report which is a 100-page report with a small section dedicated to the issue of a breakout clause.
43. The view of the compliance officer is that IPSA could and should have done more to raise this issue with MPs. The guidance is ambiguous and does not make it clear at what point new leases should be negotiated to secure a two month break out clause. At the time the guidance was issued in April 2017, MPs would have been mid-way through their 5 year term of office and at the point of being elected would more likely than not have negotiated a long-term lease agreement. There was in fact a snap election called by Theresa May on 17th April 2017, which took place in June, but this could not have been predicted in 2015, when most MPs would have expected to have been in office until 2020. The Compliance officer acknowledges that prior to the April 2017 guidance being published, the advice within previous editions of the "Scheme" had always been to try and secure a two month break out clause but the fact it was guidance only tends to suggest, IPSA had some understanding that this may not always have been possible with some commercial Landlords not prepared to agree.
44. Perhaps a more pragmatic and realistic position for IPSA to have adopted, would have been to instruct MPs to try and secure a two month break out clause at the point their existing leases came up for renewal.
45. At paragraph 6.19, it stipulates that MPs must negotiate a 2 month break out clause and IPSA will only pay for two months' worth of expenses unless an MP can establish the circumstances of not doing so were unavoidable.

⁷ See bulletin 16th March Appendix one

46. The term “unavoidable” is not explained or defined further in the context of the paragraph. To take its usual meaning, unavoidable means not able to be prevented. In the context of this case, Ms Reynolds was not able to negotiate a two month break out clause with her landlords. Ms Reynolds had very good reasons why she wanted to retain the premises as her constituency office. These being – it was the established constituency office for her party and had been since 1992, it was suitable in respect of working environment, security arrangements and accessibility for people with disabilities. It was good value for money for a property of this type, only £7000 Per annum.
47. Ms Reynolds could have considered relocating to a different premise, assuming she could find a landlord who was prepared to agree to a two-month clause, but this would have incurred additional expense, disruption and inconvenience for constituents.
48. In addition to this, Ms Reynolds did seek the advice of IPSA and was given a written undertaking that the three months break out clause would be honoured, and the additional costs would be paid from her wind-up budget.
49. The Compliance Officer is of the view, taking all the circumstances into account, the decision of the contingency panel was incorrect, and her application should be approved.

Conclusion

50. The Compliance Officer has come to the conclusion that IPSA should authorise the claim Ms Reynolds submitted for 16 days rental costs incurred between 1st and 16th March 2020 and for any associated utility costs for the same period.
51. Prior to concluding this review, the Compliance Officer sent a copy of the provisional findings to both Ms Reynolds and IPSA offering them the opportunity to make representations. See paragraph 54 for detail of the representations.
52. Section 6A(6) of the Act provides that an MP requesting a review may appeal the decision of the Compliance Officer to a ‘First-tier Tribunal’ if they are not satisfied with the outcome. The appeal must be submitted within 28 days of receiving the decision. Further information on how to appeal a decision by the Compliance Officer can be found at the following address: <https://www.gov.uk/guidance/mp-expenses-appeal-a-compliance-officers-decision>.
53. In accordance with the Guidance on the Conduct of Reviews by the Compliance Officer for IPSA, details of the review will be published in a manner decided by the Compliance Officer.

Representations

54. The CEO of IPSA has confirmed there are no representations to be made. Ms Reynolds contacted the Compliance officer and requested an amendment be made to the relevant dates. Although she spoke to her landlord on 17th December, they did not receive her formal written instruction

until the 18th December and so the period of notice expires on 17th March 2020 and not the 16th March as previously stated. In addition, whilst this matter has been in dispute, the rental payments have not been paid for the period between 25th December 2019 and 17th March 2020. Therefore the total amount owed by IPSA for rental costs is £1594.44. IPSA should also set aside a small amount for utility bills which cannot be calculated until 17th March.

Review Recommendations

1. When there is an amendment to “the Scheme” which requires MPs to review and possibly adjust their existing arrangements, the Compliance Officer recommends that IPSA develops a process to identify those MPs affected to ensure personal contact is made.
2. IPSA should consider providing further guidance within “The Scheme” to clarify the term “Unavoidable”. For example, in cases where MPs were unable to negotiate a two month break out clause, they should be required to provide evidence that:
 - a. They have communicated with the landlord and attempted to negotiate a two month break out clause; and
 - b. In the event they have been unable to do so, have considered alternative premises and the associated cost implications.

Tracy Hawkings

Compliance Officer for IPSA

compliance@theipsa.org.uk

Appendix One – Bulletin dated 16th March Summary of Key Changes

SUMMARY OF CHANGES

Below is a summary of the key changes made to the Scheme of MPs' Business Costs and Expenses ('the Scheme') for 2017-18. Most changes come into effect on 1 April 2017, except where otherwise stated. Please refer to the Scheme for full details of all the rules and guidance.

We have revised the Fundamental Principles to distinguish between the principles that MPs must adhere to when submitting claims and those that apply to IPSA in our role as an independent regulator to MPs.

General Conditions of the Scheme

- We have amended the examples of activities that are not considered as necessary for the performance of MPs' parliamentary functions to include 'activities whose purpose is to give MPs a campaign advantage during general elections or referendums'.
- We have simplified the definition of MPs' dependants to be 'dependant children up to the age of 18'.

Accommodation Costs

- The rental accommodation budget for London has increased to £22,760 per year which is based on the average cost of a one-bedroom property in Westminster and Lambeth (based on data from the Valuation Office Agency).
- For rental accommodation outside of London, the budget is £15,850. All five previous accommodation bands have been merged into this one outside-London band.
- The nominal amount included in the accommodation budgets for associated costs has increased for all MPs to £3,000 per year.
- We have increased the uplift for MPs who need to provide accommodation for a dependant to £5,435 per year to reflect the average difference between a one-bedroom and two-bedroom flat in Westminster and Lambeth according to Valuation Office Agency figures. MPs may claim up to three uplifts.
- We have simplified the dependant uplift rules to remove the requirement that dependants must reside 'routinely' with the MP. All MPs with a registered dependant will automatically qualify for the uplift.
- We have amended the rules so that MPs can group together the individual nights of a single stay, where the cost varies on different nights, and claim the full amount provided that the average cost per night does not exceed the nightly limit (£150 in London and £120 elsewhere in the UK).

London Area Living Payment (LALP)

- The LALP budget has increased in line with inflation to £3,820 and the additional LALP available to outer London MPs to £1,350.
- We have changed the rules so that LALP can only be claimable by London-area MPs. Those non-London Area MPs who are already claiming LALP can continue to do so until the next General Election.

Office Costs (formerly Office Costs Expenditure)

- The office costs budget has increased to £27,550 per year for London-area MPs and to £24,850 per year for non-London-area MPs. This increase reflects inflation and one-off costs associated with IPSA's new online expenses system.
- We have changed the rules to allow MPs to claim for hospitality, such as light refreshments, at their constituency offices.
- There is no longer a separate start-up budget. It is now integrated into the office costs budget and will be a one-off £6,000 supplement for new MPs during their first financial year in Parliament.

Staffing Costs

- The staffing costs budget for London-area MPs has been increased to £161,550 per year and for non-London-area MPs to £150,900 per year. This is to enable all staff to be moved to at least the minimum for their new salary range, which is in line with the voluntary living wage. MPs can use their discretion to make other pay increases as long as they remain within their overall staffing budget. The budget for non-London-area MPs has been calculated using an assumption that they employ at least one member of staff in London.
- We have amended the rules to restrict reward and recognition payments to no more than 2 per cent of an MP's staffing costs budget per year. These payments will also be subject to an annual maximum of £1,000 per staff member.
- We have placed a cap on the amount of untaken leave that can be rolled forward by MPs' staff to the next year to five working days.
- There will be no IPSA funding for new connected parties following the next General Election. All current connected parties will have their employment protected. Employees who later become connected parties will continue to have their salaries paid by IPSA for a period of no longer than two years, once MPs have notified IPSA.
- The costs of staff to cover for those absent on maternity, paternity, adoptive or long-term sick leave will be met from MPs' staffing costs budgets. The costs of the staff on long-term leave will be met central from a staff absence budget.
- Redundancy payments to staff incurred at any time other than when an MP ceases to hold office must be funded from the staffing costs budget.

Winding-up and Loss of Office Payments

- We have allowed MPs who lose office to receive an amount equivalent to their monthly salary after they have left Parliament. This will be deducted from their Loss of Office Payment.
- MPs will also be able to request that any outstanding debts to IPSA are deducted from their Loss of Office Payment.

Travel and Subsistence

- We have simplified the rules for MPs' European travel. All journeys to Europe for parliamentary purposes can be claimed, and we have removed the cap for the number of journeys that can be made in any year.
- We have clarified the rules for travel between Westminster and constituencies.
- We have removed the cap on the number of journeys that can be made by dependants and MPs' staff members.
- MPs' spouses and partners can now claim for any journeys made between London and the constituency.
- We have amended the rules so MPs' staff can claim the same travel costs as MPs within the UK.
- We have amended the rule for late working to allow MPs to claim for taxis or hotels where they are working on parliamentary matters beyond 10pm. We have also removed the £80 limit for late-night taxi claims.

Appendix Two – extract from consultation report

Question 26: Do you agree that we should introduce a rule to make clear to MPs that they need to negotiate two-month break clauses in accommodation and office rental agreements, and clarify the rule allowing MPs to claim for accommodation in the constituency and London in exceptional circumstances?

Responses received

323. The majority of responses which addressed the question about two-month break clauses, including ones from some MPs, MPs' staff and members of the public, agreed that a rule should be introduced to the Scheme to make this clear. A member of the public said that this could not only be clearer, but better enforced.
324. Other respondents, however, cautioned that the addition of such a rule would inevitably make it more difficult for MPs to find suitable accommodation and office space. One staff member said that, whilst the proposal was prudent, in some areas suitable office accommodation is not easy to find and therefore it may not be possible for MPs to negotiate such a break clause. Similarly, one MP stated that insisting on a two-month break clause in London accommodation would almost certainly make it more difficult for an MP to secure suitable accommodation.
325. The response from the Liberal Democrat MPs argued that introducing a rule is not strictly necessary and should instead be reinforced through best practice guidance provided to MPs at the start of every Parliament. It would also have the potential to raise the costs of MPs' contracts over the lifetime of the contract.
326. Another MP was strongly opposed to the introduction of a rule, saying that IPSA should cover the penalty cost of breaking rental contracts if an MP is not re-elected.
327. Only a few respondents addressed the question about accommodation in two places explicitly. All of these respondents agreed that the rule should be clarified.

Our position

328. We recognise the point of view heard through the consultation that a new requirement could potentially cause significant difficulty for MPs in searching for suitable accommodation or office space. We also recognise that some MPs may find themselves in the position of having to renegotiate contracts they are already tied into. However, it is important that the Scheme encourages MPs to seek value for money in their expenses.
329. The Scheme has been amended to state that MPs should negotiate a clause in their rental contracts to allow them to give two months' notice in the event of a change in circumstances (such as losing their seat in a General Election). MPs will only be able to claim for rent and associated costs during the two-month winding up period, and that any further costs will not be funded by IPSA, unless they can demonstrate that they were unavoidable. We consider that this strikes the right balance between securing value for money for the taxpayer and recognising the reality of MPs' contractual obligations.
330. Additionally, in line with our proposal in the consultation, we have reworded the rule allowing MPs to rent and claim for more than one property in exceptional circumstances. Guidance in the Scheme also clarifies that an example of exceptional circumstances might be where the geography of an MP's constituency means that they may need two residences there, as well as a residence in London.