



TEMPORARY ACCOMMODATION

AGREEMENT

THIS AGREEMENT IS IN RELATION TO TEMPORARY
ACCOMMODATION
PROVIDED BY CITY OF YORK COUNCIL PURSUANT TO S188
HOUSING ACT 1996

THIS AGREEMENT IS GIVEN IN RESPECT OF THE PROVISION OF
TEMPORARY ACCOMMODATION IN RESPECT OF HOMELESS
PERSONS UNDER SCHEDULE 1, PARA 4 OF THE HOUSING ACT
1985 IT IS EXEMPT FROM BEING A SECURE TENANCY.



Communities and
Neighbourhood
Housing Services
(Temporary Accommodation
Team)
Customer Services
West Offices
Station Rise
York YO1 6GA

Dear

I am writing to inform you that City of York council has agreed to allow you to occupy premises, namely:

from Monday

These Premises are temporary accommodation provided by City of York Council to persons believed to be homeless and believed to be in priority need pursuant to s188 Housing Act 1996. **You will occupy the Premises temporarily pending a decision as to whether the Council has a full duty to house you, and will therefore not occupy the Premises as a secure tenant.**

City of York Council reserve the right to withdraw your right to occupy these premises and you must vacate the premises when any notice period expires. Notice may be with immediate effect if risk / violence / harm is involved. You may also be required to move to any alternative accommodation at little or no notice.

The Premises may only be occupied by you, the Occupier, and your immediate household, as follows:

Occupier (you).....	Date of birth.....
Partner	Date of birth.....
Children	Date of birth

If there is a change in your family circumstances please advise staff immediately

Set out below are your rights and responsibilities while you occupy temporary accommodation provided by City of York Council.

City of York Council responsibilities

That the City of York Council will provide:

- Emergency accommodation for you and your immediate household in accordance with the Housing Act 1996
- Assessment of your support and future housing needs
- Provision of support while in temporary accommodation
- Emergency and planned repairs in accordance with the maintenance partnership agreement
- Advice about 'Have your say' complaint and compliment system
- CYC staff will advise you of any former arrears (rent arrears, temporary accommodation arrears) and help you set up a payment plan to address these

Your responsibilities while in temporary accommodation

1. Temporary Accommodation Charge

A weekly charge of £ _____ (inc £ _____ amenity) will be made whilst you are in occupation and you must pay this charge weekly. The charge is for use and occupation of the land. If it is necessary to vary the charge, you will be given two weeks notice of such variation.

You may be able to claim Housing Benefit. Please ask a representative for more details. Any housing benefit payments to which you are entitled will not include the weekly personal charges for gas, electricity, water and sewerage.

2. **Assessment of you and your families needs**

You must engage with an assessment of you and your families needs. You must engage with your support worker as required. You must engage with all support, which is provided for you by other agencies as required

3. **Nuisance or Antisocial Behaviour**

You must be considerate to all residents, visitors, neighbours (including those in the local area), staff and any other representative of the City of York Council which includes;

You must not cause any noise or behave in a manner, which will cause nuisance to all of the above.

You must not be verbally or physically abusive to any person on or around the site, including the local area and to include all of the above.

You must not cause any damage to the property.

You must not tamper with or obstruct the CCTV equipment.

You must keep the premises clean and tidy including any shared areas.

You must not use the premises for any illegally activities (including keeping stolen goods on the premises).

You must not operate a business from your temporary accommodation

This applies to you and your immediate household.

Violence, abuse, intimidation, racial harassment, threatening staff, other residents or local neighbours will not be tolerated. Any resident or visitor (whether permitted or not) who treats any person in this way within the temporary accommodation or shared areas will be asked to leave the Premises immediately.

4. **Alcohol**

Drinking alcohol is not permitted in any shared areas of the accommodation including the grounds.

5. **Smoking**

Smoking is not allowed in the communal areas inside the hostels.

6. **Pets**

You are not allowed pets / animals in shared housing schemes.

7. **To Occupy the Temporary Accommodation provided**

You must live in the accommodation we provide for you.
You must tell a support worker if you are staying out overnight.
Non-occupation of the accommodation without permission will affect your homeless application as you may be seen to have alternative accommodation and are therefore not homeless.

8. **Visitors and lodgers**

The accommodation we have provided is for you and those named within this agreement. You are not permitted to have lodgers. You are not permitted to have any visitors and therefore you must make alternative arrangements to meet friends and family off site.

9. **Car/motorcycle/pedal cycle repairs**

These are not permitted as they could be dangerous and cause nuisance to other residents and the local neighbourhood. Pedal cycles should not be kept within the accommodation and should be securely locked in bike storage areas. Motor vehicles must be kept in car parking area and be in good condition. Relevant documentation should be provided if requested by hostel staff. CYC take no responsibility for any vehicle damaged or stolen whilst on these premises.

10. **Illegal Substances and Dangerous Weapons**

All illegal drugs and dangerous weapons are prohibited in all temporary accommodation. If any drugs or dangerous weapons are

found or suspected to be in your possession by a support worker the police will be informed and your accommodation may be terminated.

11. **Keys**

You are responsible for returning all the keys you were given at the commencement of your temporary accommodation agreement when you leave the accommodation.

Keys must be returned to a staff member as soon as you vacate the premises. Failure to do so will result in an ongoing temporary accommodation charge until the keys are returned.

The weekly cost of the accommodation will continue to be charged for a total of 4 weeks. If you still have not returned the keys by the end of the 4 weeks a lock change will be carried out and you will be charged for the cost of this in addition to the rental charges.

If you lose your keys you will be charged for the cost of replacement keys and the lock as necessary.

Do not give your keys to anybody else to use.

12. **Access to rooms**

City of York Council representatives have a right to enter your accommodation in order to ensure that anything needing attention can be dealt with and to ensure that you are using the accommodation provided in a safe manner. This includes checking the smoke detectors and fire notices.

13. **TV Licence**

You may wish to use a television in your room, if you do have a TV it is also your responsibility to purchase a TV licence. Staff can advise you on the different ways to purchase a TV licence. If you already have a TV licence you need to change the address it is registered to.

14. **Electrical Appliances**

Use of your own tumble dryers, washing machines and electric heaters is prohibited. The laundry is available on site.

15. **Satellite Dishes**

Do not install a satellite dish on or in any temporary accommodation

16. **Insurance**

City of York Council does not have any insurance to cover resident's belongings for fire or theft; therefore, you are advised to arrange this personally.

17. **Fire**

The fire alarm will be tested for a couple of minutes every Sunday Afternoon if it rings for longer, or at any other time you must leave the building immediately and wait outside. You must not go back into the building until a member of staff or the Fire Service tells you that it is safe and you should not leave the outside area until it is safe to do so and without letting a member of staff know.

You must not cause damage, move or put things in front of any fire safety equipment including smoke detectors, extinguishers and fire notices. Tampering with fire equipment will result in you being recharged and you could receive a notice to vacate your accommodation.

You must not burn candles, joss sticks or oil lamps in the building.

You must not use a chip pan in your accommodation.

18. **Introductory Tenancy Advice Sessions**

You must attend these sessions if invited. These are advice sessions on starting and maintaining a tenancy in permanent accommodation. The sessions will last approximately one hour.

19. Leaving the Property

You must leave the property in a clean and tidy condition. If you leave the property in an unreasonable condition, this includes leaving it in a dirty condition, leaving any rubbish behind or if you have deliberately caused any damage you may be recharged for cleaning and for any other charges incurred by CYC for rubbish clearance and repairs.

20. Continuing to occupy following a S193 decision

If you continue to occupy your temporary accommodation following a S193 duty to house you whilst we find alternative suitable accommodation you will be bound by the same terms and conditions.

21. Breach of conditions

If any of these conditions are broken we will speak to you about it and may give you a written warning and/or notice to vacate the accommodation.

I have read these conditions and I understand and accept them. If under 18, I understand that in law I cannot hold a tenancy but sign to say that I understand and accept the conditions of the temporary accommodation agreement and understand that a trustee is required for legal reasons

Signed
Occupier

Dated.....

Trustee.....
(If under 18)

Dated.....

Witnessed
Support Worker

Dated.....