



**TEMPORARY ACCOMMODATION**  
**AGREEMENT – shared hostel accommodation**

THIS AGREEMENT IS IN RELATION TO HOSTEL ACCOMMODATION PROVIDED AT HOWE HILL HOSTEL, ACOMB, YORK, CROMBIE HOUSE, ACOMB, YORK, ORDNANCE LANE HOSTEL, YORK OR SHARED ACCOMMODATION OWNED BY CITY OF YORK COUNCIL

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.

THIS AGREEMENT IS EXCLUDED FROM RIGHTS ARISING FROM THE PROTECTION FROM EVICTION ACT 1977, AS THIS AGREEMENT RELATES TO A HOSTEL WHICH IS PROVIDED BY THE LOCAL AUTHORITY (S3A PROTECTION FROM EVICTION ACT 1977).



Community Services  
Customer Advice Centre  
PO Box 402  
George Hudson Street  
York  
YO1 6ZE

Dear

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

\_\_\_\_\_

from \_\_\_\_\_

these premises are temporary accommodation provided by City of York Council. These premises are shared premises and some if not all of the facilities provided are shared with other people who have been temporarily accommodated by City of York Council. **This agreement is in respect of temporary accommodation and does not give you security of tenure under the Housing Acts, therefore, you will occupy the premises as a licensee and not as a tenant.**

**City of York Council reserve the right to withdraw your right to occupy these premises and you must vacate the premises immediately. You may also be required to move to alternative suitable accommodation, should the premises provided for you becomes unsuitable for you, or more suitable for another person who requires temporary accommodation.**

Only the following persons may be accommodated:

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

### **1. Temporary Accommodation Charge**

A weekly charge of \_\_\_\_\_ will be made whilst you are in occupation and you must pay this charge every week to a representative of this Department or the City of York Council's Finance Department which is based in Library Square, York or Acomb Neighbourhood Office, Acomb Road, Acomb, York. You may be able to claim Housing Benefit. Please ask a representative for more details. 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.

### **2. Nuisance**

You must not cause a nuisance.  
You must not cause any damage to the property.  
You must keep the premises clean and tidy including any shared areas.  
You must be considerate towards other residents.  
You must not be verbally/physically abusive to any representative of City of York Council.

**This applies to you and any visitors you have.**

**Violence, abuse, intimidation, threatening staff or other residents 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 removed from the premises and may be prosecuted by the police.**

### **3. Pets**

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

### **4. Occupancy**

You must live in the accommodation we provide for you. If you go away you need to tell a support worker.

### **5. Visitors and lodgers**

The accommodation we have provided for you and those named within this agreement. You are not permitted to have lodgers. You are not permitted to have any visitors unless you have received express permission of a representative of City of York Council and that permission will be granted for one specified person at a time. No visitor will be permitted to remain on the premises overnight and all visitors are only permitted on the premises between the hours of 9.00am and 8.00pm. Visitor permission may be revoked at any time by a representative of City of York Council. If any visitor is asked to leave either by a representative of City of York Council or by security staff, they should do so.

### **6. 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 repaired within the accommodation. Motor vehicles must be kept in the car park provided and must not be parked on grassed areas.

### **7. Illegal Substances and Dangerous Weapons**

All illegal substances and dangerous weapons are prohibited in all temporary accommodation.

### **8. Keys**

You are responsible for returning all the keys you were given at the commencement of your temporary accommodation agreement. Please return keys within one week on vacation of the accommodation. Failure to do so will result in an ongoing temporary accommodation charge until the keys are returned. If you lose any keys you will have to pay for a new lock and keys.

**Do not give your keys to anybody else to use.**

### **9. 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 smoke detectors and fire notices.

### **10. TV Licence**

There is no TV licence for this accommodation, this is your responsibility.

### **11. Electrical Appliances**

Tumble dryers, washing machines and electric heaters cannot be used in individual rooms. The laundry is available on site.

**12. Satellite Dishes**

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

**13. Insurance**

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

**14. Fire**

The fire alarm will be tested for a couple of minutes every \_\_\_\_\_ at \_\_\_\_\_ around \_\_\_\_\_ am/pm 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 tells you that it is safe and you should not outside area 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 be asked to leave.

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

If you have any permitted visitors, you must let a representative know the name of the permitted visitor and the time that they arrive and depart, in order that they can be accounted for in the event of a fire.

**If any of these conditions are broken we will give you a written warning and/or notice to vacate the accommodation. If there is no improvement you will be given reasonable notice to vacate the accommodation. As this is shared accommodation, after the notice period has expired, you are require to vacate the premises immediately. City of York Council does not have to obtain a possession order from the courts, as occupants of shared accommodation are exempt from the protection offered by the Protection from Eviction Act 1977.**

**I have read these conditions and I understand and accept them.**

**Signed ..... Dated .....**

**Signed ..... Dated .....  
(if joint occupation)**

**Witnessed .....Support Worker**