



CITY OF
YORK
COUNCIL

TEMPORARY ACCOMMODATION
AGREEMENT

THIS AGREEMENT IS IN RELATION TO TEMPORARY 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.



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 premises, namely:

from _____

these premises are temporary accommodation provided 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 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 the 28 day notice period expires. 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 communal areas.

You must be considerate towards other residents.

You must not be verbally/physically abusive to any representative of City of York Council.

Violence, abuse, intimidation, threatening staff or other residents will not be tolerated. Any resident or visitor who treats any person in this way within the temporary accommodation will be removed from the premises and may be prosecuted by the police.

This applies to you and any visitors you have.

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. Whilst you are permitted to have visitors at your property, you are responsible for their behaviour and must ensure that they do not cause alarm, harassment or distress to member of staff, other residents or the public at large.

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. Motor vehicles 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 accommodation

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. 24 Hours written notice will be given other than in a genuine emergency.

10. TV Licence

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

11. Satellite Dishes

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

12. 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.

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 28 days notice to vacate the accommodation. If necessary, City of York Council will apply to the County Court for a possession order.

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

Signed Dated

Signed Dated

(if joint occupation)

WitnessedSupport Worker