

ACCOMMODATION FOR HOMELESS PERSONS

NON-SECURE LICENCE AGREEMENT

UNDER PART VII OF THE HOUSING ACT 1996, AS AMENDED

BY THE HOMELESSNESS ACT 2002

FOR OCCUPATION OF PROPERTY AT

48 LUXTON ROAD, OGWELL NEWTON ABBOT, TQ12 6YQ

THIS AGREEMENT is made on (INSERT DATE)

BETWEEN:-

- (1) **TEIGNBRIDGE DISTRICT COUNCIL** of Forde House, Brunel Road, Newton Abbot, Devon, TQ12 4XX referred to in this Agreement as “the Council”, and
- (2) (INSERT NAME) referred to in this Agreement as “the Licensee”

1. Definitions

In this Licence Agreement the following works shall have the following meanings:

“the Charges”. Means the sum imposed by the Council for the use and occupation of the Property by the Licensee and the Services which are payable by the Licensee weekly in advance and any other monies due to the Council from the Licensee under the terms of this Agreement;

“the Council”: means Teignbridge District Council which is the immediate Landlord of the Property;

“the Owner”: means the legal owner of the Property who leases the property to the Council for use as temporary accommodation for homeless households;

“the Licensee”: means the person or persons names above to whom the Council has granted occupation of the Property under the terms and conditions of this Agreement on a temporary basis by virtue of the Council’s statutory duties and powers under Part VII of the Housing Act 1996 (Homelessness), as amended by the Homelessness Act 2002;

“the Services” means the services that the Council shall provide

to the Licensee during his period of occupation including heating, lighting, hot water, cleaning, council tax and water rates (including sewerage and environmental service charges)

2. Interpretation

- 2.1 In this Agreement the masculine gender shall include the feminine gender and vice versa
- 2.2 The clause headings are provided for a guide only and shall not be construed as part of this Agreement in its interpretation
- 2.3 This Agreement and the obligations within it apply to the Licensee, all the members of their household accommodated with them and their visitors
- 2.4 Where the expression “the Licensee” comprises more than one person The Licensee’s liability herein provided for shall be joint and several and Liability upon all persons comprising the expression “the Licensee” shall continue regardless of payments and contributions made by that person until all liabilities falling upon “the Licensee” have been discharged in full.

3. Agreement

It is hereby agreed as follows:-

3.1 Exclusion of Security of Tenure

This Agreement has been constituted in discharge of the Council’s Statutory duties under Part VII of the Housing Act 1996 and Schedule 1 of the Housing Act 1985 between the Council and the Licensee in order to provide temporary accommodation for the Licensee who qualifies as a Homeless Person within the meaning of the Housing Act 1996. The parties agree and acknowledge that this Agreement does not create a tenancy.

3.2 Exclusive Possession Not Granted

The Council does not grant the Licensee exclusive possession of the Property and reserves the right to move the Licensee to such other

Temporary accommodation as may be deemed appropriate or necessary. The Council retains a key to the Property and reserves the Right to enter the Property at any time to inspect the Property or fulfil its obligations to the Owner.

3.3 Period of Occupancy

The Licensee shall be entitled to occupy the Property on a daily basis From the date of this Agreement subject to the provisions set out in Clause 6.2 of this Agreement.

3.4 Obligations

The Council and the Licensee agree to be bound by their respective Obligations to each other set out below and to observe the provisos in Clause 6 of this Agreement.

4. Licensee's Obligations

The Licensee agrees with the Council as follows:

- 4.1 To pay the Charges to the Council the first payment to be made on the date of this Agreement. The charges comprise of:

Use and Occupation	£ 25.44 per day
Services	£ 6.43 per day

- 4.2 That any of the Licensee's personal belongings are the responsibility of the Licensee. The Council recommends that the Licensee obtains personal contents insurance.
- 4.3 Not to damage or mistreat the Property nor to make any alteration and or addition to the Property.
- 4.4 To keep the fixtures, fittings, equipment apparatus, furnishings and all Other items in a clean and good state of repair and condition and not to remove any of these items from the Property without the Council's prior written consent. In addition to immediately notify the Council in the event that any such items shall become damage or lost.
- 4.5 At the end of the occupancy of the Property by the Licensee to leave the Property in the same clean state, to remove all rubbish and personal belongings and return the Property in the same condition as it was in the beginning of their occupancy. The Licensee may be recharged for repair of or replacement of any items of the fixture, fittings, furnishings and equipment as

shall be broken lost damage or destroyed during the occupancy (fair wear and tear excepted).

- 4.6 Not to use a television or other form of receiver at the Property without first having purchased the appropriate licence.
- 4.7 Not to do anything, that may cause a blockage to any pipes gutters, drains chimneys or other conduits or flues.
- 4.8 Not to paint or decorate any part of the Property
- 4.9 To permit the Council or the Owner to enter the property for the purpose of carrying out any works or maintenance or repair to the Property which the Council or the Owner may consider necessary, or where it is necessary to check the safety or welfare of the Licensee or to check compliance with the terms of this Licence Agreement.
- 4.10 Not to assign sublet or part with possession or share in occupation of the property or any part of it except that members of the Licensee's household whose names and ages shall have first been given to the Council and are details in Appendix 2 shall be permitted to reside with the Licensee in accordance with clause 4.14 below.
- 4.11 Not to take in any lodger or paying guests to the Property.
- 4.12 Not to use the Property other than for the purpose of private dwelling house in compliance with discharge of the Council's statutory duty to provide temporary accommodation for homeless persons.
- 4.13 To occupy the Property, and not to be absent from the Property for more than one night without consent from the Council. To inform the Council of any absences from the Property and to discuss with the Council extended or regular absences to ensure these do not negate the Council's statutory duty to accommodate the Licensee.
- 4.14 Not to carry on or permit to be carried on upon the Property any profession trade or business whatsoever without the prior written permission of the Council.
- 4.15 Not to do or permit to be done in the Property or elsewhere anything which may be or become a nuisance, annoyance or inconvenience to the Council, the Owner or the occupiers of neighbouring property or which may invalidate or jeopardise any insurance of the property or increase the premium for such insurance.

- 4.16 Not to fix or allow to be fixed to the exterior or windows of the Property any notice board sign advertisement or poster nor any notice or advertisement upon the Property that may be visible from the outside.
- 4.17 Not to use any paraffin heater, liquefied petroleum gas heater or portable gas heater at the property.
- 4.18 To notify the Council promptly of any items of defect or disrepair in the Property for which the Council may be responsible for repairing and or replacing.
- 4.19 Not to tamper or interfere with or alter or add to the gas, water or electrical installations or meters or fire safety equipment in or serving the property.
- 4.20 To pay the Council all costs and expenses incurred by the Council (including but not limited to the costs and fees of the Council's Solicitors and other professional advisors) in respect of the recovery from the Licensee of any charges which may be unpaid or in arrears and for the costs and expenses of the enforcement of any of the provision in this agreement.
- 4.21 To ensure that at all times when the Licensee vacates the Property that all external doors and windows are properly locked and or are otherwise secured.
- 4.22 Not to smoke or permit any guest or visitor to smoke tobacco or any other substance on the Property.
- 4.23 Not to use, supply or consume in or about the Property, or allow any visitor to use, supply or consume in or about the Property any illegal drugs.
- 4.24 Not to commit or allow any visitors to commit any form of harassment on the grounds of sex, religion, race, colour, sexual orientation age disability or gender.
- 4.25 If the Licensee is claiming Housing Benefit, to ensure that this claim is submitted to the local Housing benefits Office prior to the commencement of the Licence and to report any change in circumstances promptly to the local Housing Benefit Office and to respond quickly and accurately to any information reasonably required by the local Housing Benefit Office and to ensure that all payments due are made to the Council.
- 4.26 To comply with any health and safety or fire instructions given by the Council and not to engage in conduct which is likely to endanger the health and safety of anyone in the property.

4.27 Not to keep or allow to be kept on the Property any cat, dog or other animal or creature.

5. The Council's Obligations

The Council agrees with the Licensee as follows:-

- 5.1 That the Licensee paying the Charges and performing and observing the obligations on the Licensee's part contained in this Agreement shall be entitled to occupy the Property in accordance with clauses 3.1 to 3.4 of this Agreement and subject to clause 6.
- 5.2 That the Council shall procure that the Owner shall during the term insure and keep insured the Property against all risks normally covered in a standard house buildings insurance policies except for home contents insurance which is the responsibility of the Licensee.

6. Provisos

The parties hereby also agree that:

- 6.1 The Licensee shall not be entitled to withhold the payment of any instalment of the charges or any other monies payable under this Agreement.
- 6.2 The Council, or their agent, may terminate this Agreement at any time by giving seven days written notice to the Licensee in any of the following circumstances:
- 6.2.1 If a weekly instalment of the Charges remain unpaid for a period of seven days after becoming due;
- 6.2.2 The Licensee fails to comply or observe the obligations and provisos in his part contained in this Agreement;
- 6.2.3 The Council has discharged its statutory duty to the Licensee under Part VII of the Housing Act 1996 (Part VII);
- 6.2.4 The Lease granted by the Owner to the Council for the use of the Property is terminated for whatever reason; or
- 6.2.5 The Council wishes to move the Licensee to other temporary accommodation as provided for in Clause 3.2 of the Agreement.

SIGNED on behalf of TEIGNBRIDGE DISTRICT COUNCIL by a duly authorised officer:

..... Teign Housing PSL Manager
in the presence of:

.....
SIGNED by

..... (NAME OF LICENSEE)

in the presence of:

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Appendix 1

The following persons are permitted to reside with the Licensee(s)

Name	Date of Birth
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