

Housing Management Team  
Housing Options Service  
London Borough of Tower Hamlets  
Albert Jacob House  
62 Roman Road  
London E2 0PG

Enquiries to: Housing Officer  
Tel: 020 7364 7821  
Fax:020 7364 7466

Ref: No.

Date:

Re: Provision of Nightly Let Accommodation –  
Section 188, 193(2), 200 and 206(2) Housing Act 1996

Dear

You will now be moving to Nightly Let accommodation provided by this Council at:

With effect from: \_\_\_\_\_

This letter sets out the terms upon which this accommodation is and will continue to be provided.

The Council will levy a **GROSS WEEKLY CHARGE** for the use and occupation of the accommodation provided. This sum is set as being a reasonable charge for said accommodation. The charge for this accommodation is set out below:

Accommodation: £	per week
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Please note this charge is exclusive of utilities, water rates and Council Tax.

Your occupation of the Nightly Let accommodation is subject to certain undertakings and the **TERMS & CONDITIONS** set out below:

You are advised that it is in your own interests to ensure that you identify any entitlement to financial assistance with these charges. You should therefore ensure that you complete and return a Housing Benefit Application Form without delay.

If you do not take up accommodation that has been arranged for you, this Council will still charge you for that accommodation until notified by you of your non-occupation and will recover the cost of the accommodation from you. If you approach Housing Options again, any outstanding charges from this, or previous approaches to the Service, will be added to your account, notwithstanding any other recovery action by this Council.

Any charges arising out of occupation, or non-occupation without notification, of either less than one week or for periods that exceed whole weeks, will be charged at a rate or an additional rate per day equal to the pro-rata equivalent of the weekly charge.

**You are required to read, sign and date the following undertaking:**

In accepting this accommodation I agree to pay this Council the weekly charge described above (or its daily charge equivalent) for the provision of accommodation, less any amounts which have been legitimately and successfully claimed by way of State Benefit assistance for accommodation charges.

I acknowledge that the award of Housing or other State Benefit is not a right but one which I must, as appropriate, myself pursue by way of a timely, correct and thorough application.

I also agree to pay any arrears of charges as notified for any former occupation of other accommodation provided to me by Housing Options, with such sums being notified to me as soon as practicable, and I accept that any outstanding debt will be debited to my account.

I understand that, if I do not make payment of the weekly charge, the Council has the right to immediately treat this agreement as being at an end and stop making payments to the accommodation provider for my occupation. This may result in me being asked to leave the nightly let accommodation.

I also understand that, even if the Council continues to provide the accommodation, a record will be kept of all payments I fail to make for this or any other accommodation provided and that the Council may take steps in due course to recover those outstanding payments from me.

I further understand that the Council may, at that time or in the future, take steps to recover any charge I have not paid.

Signed: \_\_\_\_\_ Dated: \_\_\_\_\_

**Terms & Conditions of Occupation:**

N.B. Failure to observe either any of the undertakings already given or the following conditions could result in the Council ending the arrangements for the provision of accommodation and the consequent discharge by this Council of its responsibility for providing accommodation under homeless legislation.

1. You are required to pay the weekly charge for the Nightly Let accommodation provided
2. You are required to abide by the rules and conditions laid down by the management of the Nightly Let accommodation provided
3. The council must be notified as soon as practicable if you do not occupy the accommodation provided for you
4. Persons other than those persons included on your homeless application must not be permitted to live in the accommodation provided for you
5. Neither yourself nor any occupier or visitor to your accommodation should cause a nuisance or annoyance to any neighbours or other residents
6. Neither yourself nor any occupier or visitor to your accommodation should commit any form of harassment on the grounds of race, ethnicity, religion, gender, sexual orientation or disability to any neighbours or other residents
7. Neither yourself nor any occupier or visitor to your accommodation should cause or permit to be caused any deliberate or wilful act of damage to the premises or its fixtures and fittings
8. You will permit reasonable access to the accommodation provided to officers of the Council or representatives of the accommodation providers in pursuit of their legitimate business.
9. The Council or the accommodation providers will not be liable for any goods or personal belongings whether during or after your stay at the Nightly Let accommodation.