

Example Tenancy Agreement

Between

Rotherham Metropolitan Borough Council

And

Name of Licensee:

For

Use of room number (or such other room of comparable size as RMBC may from time to time nominate on not

less than 24 hours written notice to the licensee) plus shared use of the bathroom, toilet and kitchen area for top floor flats, use of furniture and fittings, an inventory of which is attached

Starting

The licence begins on and is an excluded licence, the terms of which are set out in this agreement.

An excluded licence as defined in Section 3A of the Protection from Eviction Act 1977. The effect of it being an excluded licence is that RMBC are not obliged to give a minimum of 4 weeks notice to end the licence – in certain circumstances as set out in clause 39 RMBC can terminate the licence immediately – and also RMBC can recover possession of the accommodation without having to obtain a Court order

Objectives of RMBC

The provision of short stay accommodation for young people at risk together with support designed to enable residents to grow from dependence to independence and advice relating to move-on and permanent housing opportunities.

When in the reasonable opinion of RMBC the licensee no longer requires the accommodation or the accommodation is no longer appropriate RMBC will expect the licensee to co-operate in moving to alternative accommodation.

It is anticipated the license agreement will last for no longer than 9 months.

In the cases of emergency admissions for no longer than 10 days.

What RMBC and the Licensee have agreed to

Type of Agreement

This agreement is not intended to confer exclusive possession on the Licensee nor to create the relationship of landlord and tenant between the parties. The Licensee shall not be entitled to a tenancy, or to an assured short hold or assured tenancy, or to any statutory protection under the Housing Act 1988 or to any other statutory security of tenure now or upon the determination of the Licence.

What and when to pay
The licence charge for the occupation of the premises at the date of this agreement shall be £20.00..... per bedsit and £20.00..... per flat. The payment of the licence charge is due in advance on Monday of each week. The charge is made up as follows:

Accommodation Charge	£20.00	
T.V Licence	£145.50 P.A	£5.85 PW

What RMBC will provide (housing services & personal services)

The licence charge covers the cost of providing the following housing and personal services:

Furniture, lighting, heating, cleaning of premises, door entry system, external window cleaning, ground maintenance and refuse disposal.

The services and the nature of the services may be varied from time to time although where a particular service is to be with-drawn RMBC will consult with the licensee.

RMBC has amongst its objectives the provision of short stay accommodation for young people and provides support designed to enable residents to grow from dependence to independence and advice relating to move-on and permanent housing opportunities.

Changes in charges

RMBC may increase or decrease the charge by giving the licensee not less than one calendar month's notice in writing.

Other Changes

RMBC will not amend or add to the licence agreement unless it is reasonable to do so. RMBC will consult before making any changes to the house rules.

Access

RMBC will retain spare keys to the room and any person authorised by RMBC (which will include employees, agents and contractors) will have an absolute right of entry to the room at all times.

What RMBC agrees to do

To allow the licensee to occupy the accommodation and receive the services detailed in this agreement.

Council Tax and Water Charges

To pay to the respective local authority and water authority any amounts due to them and collected from the licensee by way of Council Tax and water charges. This payment is included in the accommodation charge.

Repairs to structure and exterior

To keep in good repair the structure and exterior of the building.

Repairs to installations

To keep in good repair and proper working order the installations provided by RMBC for space heating, water heating and sanitation and for the supply of water and electricity.

Repairs to common parts

To take reasonable care to keep the common entrances, halls, stairways, passageways and any other common parts, including their electric lighting, in reasonable repair and fit for use by the licensee and visitors to the premises.

Repairs to furniture and fittings

To keep in reasonable repair and fit for use all those items of furniture and fittings supplied by the RMBC listed in the inventory of furniture, this is subject to wear and tear and any damage caused by the licensee.

External Decoration

To keep the exterior of the premises and any common parts in a good state of decoration and normally to decorate these areas once every five years.

Insurance

To insure the premises but **not** the possessions of the licensee. The licensee is recommended to arrange insurance for the licensee's own possessions.

Housing Corporation Charter

RMBC will comply with the Housing Corporation Charter for licensees in supported housing.

What the Licensee agrees to

Charges

To pay the licence charge weekly and in advance. To pay on demand any payments required under clause 33 (making good damage etc) and any charges which RMBC has to pay on behalf of the licensee.

Use of the Accommodation

To use the accommodation for residential purposes only and not to use the accommodation for any illegal purposes.

Support

The licensee acknowledges the aims of RMBC with regard to the provision of this accommodation as set out in clause 5 above. The licensee therefore agrees to co-operate with RMBC;

- a) by accepting the support offered and complying with the reasonable requirements of support workers and RMBC staff (for example, by acting in accordance with advice given or action plan and attending meetings as requested), and
- b) when advised by RMBC that in their reasonable opinion the support service is no longer needed and that it is appropriate for the licensee to move to independent accommodation the licensee will co-operate by actively seeking alternative accommodation and will arrange to give notice to end this licence agreement as soon as reasonably possible. In these circumstances RMBC will normally give the licensee 14 days notice in writing, however if the terms and conditions of the behaviour agreement are breached then termination of contract can be effected immediately.

Change of Rooms

To use only the room from time to time nominated by RMBC and to change rooms when required, in line with section 3 of this agreement.

Nuisance (how to behave)

Not to cause, or allow invited visitors to cause, a nuisance or annoyance to other licensees, visitors, staff, contractors or neighbours.

Racial and other Harassment

Not to commit, or allow invited visitors to commit, any harassment or threat of harassment particularly on the grounds of race, colour, religion, sex, sexual orientation, age or disability which may interfere with the peace and comfort of, or cause offence to other licensees, visitors, staff, contractors or neighbours.

Disruption

Not to commit, or allow invited visitors to commit, any act which is likely to result in serious disruption of another licensee's right to peacefully occupy any other accommodation in the building or to commit any act which results in physical harm to other licensees, visitors, staff, contractors or neighbours.

Illegal Drugs

The licensee must not possess, use, supply or allow anyone else to possess, use or supply any illegal drugs at the premises.

Noise

Not to play or allow to be played any radio, television, record, compact disc, tape recording, or any digital format of music or musical instrument so loudly that it is likely to result in a nuisance or annoyance to other licensees or can be heard outside the building.

Lodgers

Not to take in any lodger or allow anyone else to live in the accommodation. Not to allow anyone to stay overnight in the accommodation.

Absence from premises (going away)

To inform RMBC if the licensee expects to be absent from the premises for seven days or more.

House Rules

To comply with the house rules which are attached to this agreement. RMBC will not amend or add to the house rules unless in the opinion of RMBC it is reasonable to do so for the efficient running of the premises. RMBC will consult before making any changes to the house rules.

Ending your Licence (moving away)

To give RMBC at least two weeks' notice in writing when he/she wishes to end the licence.

Moving Out

To remove all personal possessions and rubbish and leave the accommodation and the RMBC's fixtures, fittings and furnishings in good condition and repair and return the keys of the accommodation to RMBC (staff) by 12 noon on the day the licence expires. RMBC accepts no responsibility for anything left at the building by the licensee at the end of the licence and may charge for the cost of disposal of any items left behind.

If a licence is terminated with immediate effect RMBC will store items for a maximum of 14 days and if the licensee has not arranged collection/removal of the items within this period RMBC will dispose of them. This will be deemed to be with the consent of the licensee. RMBC will incur no liability for any items disposed of after termination of the licence.

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How RMBC can end the Licence

Termination with 14 days Notice

RMBC can end the licence at any time by serving not less than 14 days notice in writing, expiring at 12 noon on any day.

Termination Forthwith (ending a licence immediately)

RMBC may also end the licence by written demand that the licensee leave forthwith in the case of any breach by the licensee of any of the terms of this agreement or of the house rules.

Service of Notices (official notification to leave)

Any letter or notice meant for the licensee is valid if left at his/her room.

Licensee and RMBC sign below to show they have made this agreement

I agree that I have read or had read to me all the contents listed in this agreement and fully understand them and agree to abide by them for as long as I am in residence at Nelson Street. I understand and agree that if I break any part of this licence, RMBC can either serve me a 14-day notice to vacate my room or issue me with an immediate termination notice if the condition of licence or house rules is broken.

Signed on behalf of RMBC

Signed by the Licensee

Date

Remember: If there is anything about this tenancy agreement that you don't understand. Please speak to your support worker, or the staff at RMBC.