**DOC 9.5**

**Dated 20**



|  |
| --- |
| **LICENCE AGREEMENT**  **(Supported Housing (Room) – Agency Managed) (Excluded)** |

|  |
| --- |
| **Important:**  This Agreement contains the terms and obligations of the licence. You should read it carefully to ensure that it contains everything you want to form part of the Agreement and nothing you are not prepared to agree to. **If you do not understand this Agreement or anything in it, it is strongly suggested you ask for it to be explained to you before you sign it.** You might consider consulting a Solicitor, Citizens Advice Bureau or Housing Advice Centre. |

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**THIS LICENCE AGREEMENT** is made **BETWEEN:**

|  |  |  |
| --- | --- | --- |
| **Name of Association** | Sanctuary Housing Association (“**the Association**”) of | |
| **Address of Association** | Sanctuary House, Chamber Court, Castle Street, Worcester WR1 3ZQ, which is registered with the Homes and Communities Agency under Section 111 of the Housing and Regeneration Act 2008. | |
| **Telephone** | [     ] | |
| **Email** | contactus@sanctuary-housing.co.uk | |
| **Name and Full Address of Agent** | acting through its agent:  [insert full name of agent]  of [Insert full address of agent] (“**the Agent**”) |
| **AND** |  |
| **Name of Licensee** | [                         ] (the "**Licensee**”). |
| **Address** | Room [ ] [or such room or rooms as are from time to time allotted to the Licensee by the Association] (“**the Room**”)  [                                    ] (the "**Building**”) |

# GENERAL TERMS

## **Licence fee Service Charges and Other Charges**

|  |  |
| --- | --- |
| The total weekly licence fee for the Room at the start of the licence shall be: |  |
| **Weekly Accommodation Charge:** | £ |
| **Other Charges:**  The Services shall be as set out in Schedule 2 to this Agreement, for which the total weekly Service Charge at the start of the licence shall be as shown: | £  £[ ] |
| **Total weekly payment:** | £[ ]  The licence fee, service charges and any other charges are payable on a Monday, weekly in advance (and proportionately for any part of a week). |
| **Former Arrears**  As a condition of this licence, the Licensee must also pay the following sums: |  |
| **Previous Arrears:** | £[ ] |
| The arrears are due in advance by weekly instalments of £[ ] and are to be paid in addition to the licence fee. |  |

## This Agreement begins on [                        ] and is for a term of one week and then weekly until brought to an end under the terms set out in this Agreement.

### **Excluded Licence**

The Building is a Hostel within the meaning of section 622 of the Housing Act 1985 and this is an excluded licence as defined in Section 3A of the Protection from Eviction Act 1977. The effect of this being an excluded licence is that the Association is not obliged to give a minimum of 4 weeks’ notice to end the licence. In certain exceptional circumstances as set out below the Association can terminate the licence immediately. The Association can recover possession of the Room without having to obtain a Court order.

### **Nature of Agreement**

This Agreement is not intended to confer exclusive possession on the Licensee or to create the relationship of landlord and tenant between the parties. The Licensee shall not be entitled to a tenancy, or to an assured shorthold or assured tenancy, or to any statutory protection under the Housing Act 1988 or to any other statutory security of tenure now or when this licence ends.

### **Notices**

#### The Association’s address shown on the front of this Agreement is the Association’s address for service of notices in England & Wales (including notices of legal proceedings)

#### The Licensee’s address for service of notices under this Agreement is the Room.

#### Any notice concerning this Agreement shall be in writing and shall either be left at or sent by first class post or recorded delivery, or equivalent, to the address for service.

### **Support**

This licence is granted to facilitate the provision of support to the Licensee The nature of the support provision and the Licensee’s obligations in relation to it are set out in a separate support agreement. Because the provision of support is fundamental to this licence, if the Licensee withdraws from or breaches the support agreement, no longer requires the support, or requires a different level of support, the Association may take steps to end this licence.

### **Ending this Agreement**

#### Subject to clause 1.2(f) ('Exceptional Circumstances') below, this licence may be ended by either party giving to the other not less than 4 weeks' notice in writing.

#### The Association may end this licence by issuing a written notice on one or more of the grounds listed below:

##### the Licensee has failed to pay the licence fee or other charges which are due;

##### the Licensee has failed to comply with or breached any of the conditions of this Agreement;

##### the Licensee has caused damage to the Room, fixtures or fittings of the Room, the Furniture or the Building;

##### the Licensee has caused a serious and/or persistent nuisance to other occupiers of the Building, neighbours or staff, or acts of harassment on the grounds of race, colour, religion, gender, sexuality, age or disability;

##### the Licensee no longer requires the type of support which is provided in the Room or the Building;

##### the Licensee ceases to live in the Room as their only or principal home;

##### suitable alternative accommodation has been offered to the Licensee;

##### the Licensee was granted the licence as interim accommodation while the local housing authority was investigating the Licensee’s homelessness claim and the local housing authority has decided that it has no further duty to accommodate the Licensee.

#### Subject to clause 1.2(f), the Association agrees it will not normally give less than 4 weeks' notice terminating this licence. The period of notice will be detailed in the written notice which will also give details of why it has been issued.

### **Exceptional Circumstances**

#### In the case of seriously disruptive behaviour or violent behaviour, the notice given by the Association may specify a shorter notice period than 4 weeks provided that the period specified is reasonable in the circumstances. The Association can recover possession of the Room without having to obtain a Court order.

#### The Association may regard the Licensee as having surrendered this licence if the Licensee is absent for 7 days or more with or without payment of the licence fee and without having notified the Association that they will be absent.

# THE ASSOCIATION’S OBLIGATIONS

## The Association agrees:

### **Licence to occupy**

To permit the Licensee to occupy the Room with occupation being by the Licensee personally, and to use the furniture and fittings, an inventory of which is attached at schedule 1 to this Agreement (“**the Furniture**”) (together with the right to use the front door, entrance hall, staircase and landings of the Building and any communal rooms including kitchens, bathrooms, lavatories, living rooms and dining rooms in the Building in common with the other occupiers of the Building).

### **Services**

#### To provide the services referred to in clause 1.1 above for which the Licensee shall pay a service charge.

#### The Association may vary, add to or cancel any of the services offered to the Licensee at any time and shall notify the Licensee of any such variations.

### **Changes in Licence Fee, Service Charge and Other Charges**

#### The Association may increase the licence fee, service charges and any other charges payable under this Agreement by giving the Licensee at least 4 weeks’ notice in writing (a notice of increase) of the new licence fee, service charge or other charge. The new licence fee, service charge or other charge will be the amount specified in the notice of increase.

#### The Association may vary, add to or cancel any of the services offered to the Licensee either by written agreement between the Association and the Licensee or after consultation with the Licensee (by the Association writing to the Licensee setting out any proposed changes, giving the Licensee a reasonable time to comment to the Association in writing about these changes, the Association considering those comments, and sending to the Licensee a notice of variation of the services, setting out the changes which the Association is making to the services and this Agreement (including any changes to the licence fee payable) and stating the date when the changes will take effect. This date will be at least 4 weeks after the Association sends the notice of variation to the Licensee).

#### At any time during this licence the Association and the Licensee may agree that the weekly licence fee shall be increased in return for improvements to the Room and/or the Building carried out by the Association. Any such agreement shall specify the amount of the increase the date from which it is to take effect and the improvement to which it relates. Such an increase shall not constitute an increase for the purpose of clause 2.1(c)(i).

### **Repairs**

#### The Association shall maintain and where appropriate keep in proper working order:

##### the structure and outside of the Building including roof, outside walls, outside doors, window frames, windowsills, drains, gutters external pipes and chimneys;

##### internal walls, floors and ceilings, major internal plasterwork, skirting boards, doors, doorframes and door jambs of the Building and the Room;

##### installations for the supply of gas, electricity, water and sanitation including basins, sinks, baths and sanitary conveniences;

##### heating and water heating equipment where provided by the Association;

##### any communal areas in the Building including common entrance halls, stairways, lifts, passageways, rubbish chutes and other common parts including their electrical wiring.

#### The Association shall keep the Furniture in reasonable repair and fit for use.

#### The Association shall carry out all repairs for which it is responsible within reasonable timescales.

#### The Association is not responsible for other items including (but not limited to):

##### lost keys;

##### repairs or replacements needed to the Room or the Furniture or the Association’s fixtures fittings furniture or effects because of any neglect or damage caused by the Licensee, visitors, or any animal or pet.

### **Information**

The Association shall give the Licensee information on its housing management policies, the terms of this Agreement, the Association’s repairing obligations, and its performance, as required by the guidance issued by the Regulator of Social Housing from time to time.

### **Data Protection**

The Association shall meet the Association’s obligations under the Data Protection Act 1998 as amended from time to time on the access to, use of and disclosure of information held by the Association, including information held as computerised data.

### **Consents**

Where in this Agreement, it states the Association’s consent is required the Association shall not unreasonably withhold or delay such consent and may give the consent subject to certain conditions.

### **Complaints**

The Association shall address the Licensee’s complaints through the Agent’s complaints procedure and if required, through the Associations’s complaints procedure, which shall operate in accordance with the requirements of the Regulator of Social Housing as laid down from time to time.

# The Licensee’s Obligations

## The Licensee agrees:

### Use of Room and Building

#### To use the Room for residential purposes only as the Licensee’s only or principal home, and not to operate a business or any other commercial activity at the Room or the Building.

#### Not to take in any lodger or allow anyone else to live in the Room.

#### Not to use, or keep paraffin or bottled gas in the Room or in the Building.

#### Not to use, keep or store any other dangerous or flammable goods, materials or substances, including firearms or any other explosive material, in the Room or the Building apart from those required for general household use.

#### Not to affix or exhibit on the Room any flag, notice, trade plate board or advertisement visible from outside the Room and/or the Building without the Association’s previous written consent.

#### Along with the other residents of the Building to keep any communal areas clean and tidy and free from rubbish at all times. If the Licensee causes any obstruction to the communal areas the Association, acting reasonably, may charge the Licensee the costs of removing the obstruction.

#### To use any communal facilities for their intended purpose having regard to the safety and comfort of others at all times.

#### Not to cause blockage to the drains and pipes gutters and channels in or about the Room and/or the Building. If the Licensee causes any such blockage the Association acting reasonably may charge the Licensee the costs of removing the blockage.

### **Licence fee**

To pay the licence fee weekly in advance.

### **House Rules**

To comply with the House Rules (if any) which are attached at Appendix 1 to this Agreement.

### **Nuisance and anti-social Behaviour**

#### The Association shall not tolerate behaviour which causes or is likely to cause nuisance or annoyance or damage to neighbouring, adjoining or adjacent premises or to other people. Such behaviour includes (by way of example) but is not limited to:

##### excessive noise such as loud music which may cause a disturbance;

##### violence or violent behaviour to anyone;

##### offensive drunkenness;

##### threats of violence such as bullying and abuse;

##### damage to the Room and/or the Building such as breaking fixtures and fittings;

##### allowing the Room to become dirty and/or unhygienic or become infested;

##### the cultivation, storage or use of illegal drugs whether for the Licensee’s own purposes or for supply to another;

##### the use of the Room for illegal or immoral activities;

##### graffiti and/or vandalising property;

##### using abusive or offensive language;

##### making false or malicious complaints about any other person in the locality of the Building, any of the Association’s tenants or licensees, agents, employees, contractors or anyone acting on the Association’s behalf.

#### The Licensee is responsible for the behaviour of every person (including children) and any animal or pet living in or visiting the Room and/or the Building. The Licensee is responsible for them in the Room, in communal areas and in the locality of the Building.

#### The Licensee must not cause, permit or allow anyone living with the Licensee, or the Licensee’s visitors, or any animal or pet to:

##### cause a nuisance annoyance or damage to;

##### interfere with the reasonable peace and comfort of;

##### disturb, frighten or intimidate; or

##### cause injury or offence to;

other persons or premises in the locality of the Building or any of the Association’s tenants or licensees, agents, employees or contractors or anyone acting on the Association’s behalf.

### **Racial and other Harassment**

The Licensee must not cause, commit or allow the Licensee’s visitors, to commit any harassment, or threat of harassment, on the grounds of race, ethnic origin, religion, age, lifestyle, gender, sexual orientation or disability, that may interfere with the peace and comfort of, or cause offence to other persons in the locality of the Building, or to any of the Association’s tenants, licensees, agents, employees, or contractors or anyone acting on the Association’s behalf.

### **Animals or Pets**

#### The Licensee may not keep any animal or pet at the Room and/or the Building without the Association’s prior written consent.

#### Any animal or pet kept at the Room or Building must at all times be kept under control (and any dog kept on a lead in the common parts) so that it does not, or is not likely to cause a nuisance or annoyance to other persons in the Building or in the locality of the Building or any of the Association’s tenants, licensees, agents, employees, contractors or anyone else acting on the Association’s behalf.

#### Nuisance or annoyance includes (but is not limited to) noise and smell. Keeping a large number of animals or pets may cause or be likely to cause a nuisance or annoyance even if each individual animal or pet in isolation does not.

#### For the avoidance of doubt the Licensee may keep an assistance dog (as defined in section 173 Equality Act 2010 (as amended)) at the Room or the Building without the Association’s prior consent.

### **Smoking**

#### The Licensee must not smoke in indoor communal areas in the Building.

#### The Licensee must not smoke in the Room when the Association’s staff or contractors are visiting the Room.

If the Licensee does so the Association’s staff or contractors have the right to leave the Room without carrying out or completing the work they have attended to do.

### **Fixtures, Fittings, Furniture, Effects and Damage**

#### Not to sell, lend, remove or otherwise dispose of the Furniture or any of the Association’s fixtures or fittings, furniture and effects from the Room and/or the Building. If the Licensee does so, the Association shall charge the Licensee for their replacement in full, including any reasonable costs properly incurred including administrative, legal and/or other costs.

#### To promptly make good any damage to the Room, the Furniture or the Association’s fixtures, fittings, furniture or effects or common parts caused by the Licensee, the Licensee's visitors, or any animal or pet (reasonable wear and tear excepted) and to pay any reasonable costs properly incurred by the Association in carrying out such works in default;

#### To comply within a reasonable time with any notice from the Association advising the Licensee of the need to attend to any items of repair or maintenance for which the Licensee is responsible.

### **Ventilation**

To ensure that the Room is properly ventilated.

### **Lost or Damaged Keys or Door Entry Fobs**

The Association is not responsible for replacing lost or damaged keys or door entry fobs. If the Association does replace any lost or damaged keys or door entry fobs, the Association, acting reasonably, may charge the Licensee the reasonable costs properly incurred in replacing them.

### **Reporting disrepair**

To promptly report to the Association any disrepair or defect for which the Association is responsible either in the Room or the common parts (whether or not caused by the act default or neglect of the Licensee), when it comes to the Licensee’s attention.

### **Internal decoration**

To keep the interior of the Room, and the Furniture, in a reasonably clean and tidy condition.

### **Improvements**

The Licensee is not to make improvements, alterations or additions to the Room (including the erection of a television aerial, satellite, external decoration and additions to, or alteration in the Association’s installations, fixtures and fittings).

### **Access**

#### To permit the Association and its agents, employees, or contractors acting on the Association’s behalf, upon giving at least 24 hours’ notice in writing (except in an emergency) to enter the Room at all reasonable times:

##### to inspect and repair the Room;

##### to carry out the Association's obligations under this Agreement;

##### to carry out repairs or alterations to the next door premises;

##### to take gas, electricity or water meter readings (if relevant);

##### to undertake the annual servicing of gas appliances at the Room;

##### for any purpose mentioned in this Agreement or connected with the Association's interest in the Room or any other property; and

##### to show prospective occupiers or purchasers around the Room.

#### [To permit the Association’s employees agents or contractors acting on the Association’s behalf to enter the Property at any time for the purposes of inspection].

### **Parking**

#### The Licensee, and the Licensee’s visitors must not:

##### block local roadways or other vehicular access routes. The Licensee is to keep such access ways and car parking spaces, clear of untaxed or un-roadworthy vehicles and other obstructions;

##### use driveways, communal areas or car parks for carrying out vehicle repairs on a persistent and regular basis or in such a manner which causes or is likely to cause nuisance or annoyance to anyone in the locality, including any of the Association’s tenants, licensees, agents, employees, contractors or anyone else acting on the Association’s behalf;

##### park any vehicles at the Building other than in designated parking areas;

##### park in any space designated for use by a disabled person unless they are a registered disabled person and display a valid disability-parking permit;

##### park or keep, a caravan, boat, trailer, high-sided or large vehicle at the Building, or within the locality, so as to cause a nuisance or annoyance to others;

##### park on grassed areas at the Building or within the locality.

#### If the Licensee has been allocated a car parking space the Licensee, and the Licensee’s visitors must not park in any other space not allocated to the Licensee.

### **Absence from the Room**

To inform the Association in writing, and if possible in advance, if the Licensee expects to be absent from the Room for [ ] days or more.

### **Insurance**

The Association shall not insure the personal belongings of the Licensee. The Licensee is advised to take out insurance for his own possessions. The Association shall insure the Building.

### **Health and Safety**

The health and safety of the Association's residents agents, employees, contractors, anyone acting on the Association’s behalf, visitors and that of others is paramount. That being so, if the Licensee endangers or acts in a way likely to endanger their health and safety the Association may, or the Association may support other agencies to bring Court proceedings against the Licensee.

### **Fire Safety**

The Licensee must familiarise themselves with the fire evacuation instructions and the position of the fire exits in the Building. If the fire alarm is activated the Licensee must evacuate the Building immediately.

### **Ending this Agreement**

To give the Association at least 4 weeks’ notice in writing if the Licensee wishes to end this Agreement. The 4 weeks’ notice shall only commence when the Association has received the written notice.

### **Moving out**

The Licensee must when moving out:

#### give the Association vacant possession and return all keys and door entry fobs to the Room and the Building to the Association at the end of this Agreement;

#### the Licensee must pay for any reasonable charges incurred by the Association in securing the Room and the Building against re-entry where the keys and/or door entry fob are not returned to the Association

#### remove all the Licensee’s furniture, fittings and effects and all the Licensee’s personal possessions and rubbish leaving the Room and the Association’s fixtures and fittings and the Furniture in a clean and habitable condition.

The Association will give the Licensee notice at the Licensee’s last known address that the Association considers that items have not been cleared and if the Licensee has failed to collect the items promptly the Licensee will be responsible for meeting all reasonable removal and/or storage charges. The Association will remove and store such items for a maximum of twenty eight days. If the items are not collected within twenty eight days (or shorter period agreed with the Licensee), the Association may dispose of the items and the Licensee will be liable for the reasonable costs of disposal. The costs may be deducted from any sale proceeds and if there are any costs remaining they will remain the Licensee’s liability.

# DECLARATION

**Important:**

**This Agreement contains the terms and obligations agreed between the Association and Licensee. The Licensee should read it carefully to ensure that it contains everything the Licensee wants to form part of the Agreement and nothing the Licensee is not prepared to agree to. If the Licensee does not understand this Agreement or anything in it, it is strongly suggested the Licensee ask for it to be explained to them before the Licensee signs it. The Licensee might consider consulting a Solicitor, Citizens Advice Bureau or Housing Advice Centre.**

I declare that the information contained in the application form submitted to the Association is correct in every material fact and I understand that if I have made false or misleading declarations the Association may in appropriate circumstances commence possession proceedings.

**I have had an opportunity to read the terms and conditions of this Agreement including the notes and the attached conditions and I understand that by signing this Agreement I am likely to be bound by them.**

**Signed by the Licensee:**

|  |  |  |
| --- | --- | --- |
| Signed : |  |  |
| ……………………………………………….. | Dated : | ……………………………… |
| Print Name: |  |  |

**Signed by the Association:**

|  |  |  |
| --- | --- | --- |
| Signed : |  |  |
| ……………………………………………….. | Dated : | ……………………………… |
| Print Name: |  |  |
| On Behalf of: Sanctuary Housing Association |  |  |

Sanctuary Housing Associationis subject to any guidance on housing management practice issued by the Regulator of Social Housing with the approval of the Secretary of State.

SCHEDULE 1

Inventory of Furniture

|  |  |
| --- | --- |
| **Item** | **Condition of Item** |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |
|  |  |

**Signed by the Licensee:**

|  |  |  |
| --- | --- | --- |
| Signed: |  |  |
| ……………………………………………….. | Dated : | ……………………………… |
| Print Name: |  |  |

**Signed by the Association:**

|  |  |  |
| --- | --- | --- |
| Signed: |  |  |
| ……………………………………………….. | Dated : | ……………………………… |
| Print Name: |  |  |
| On Behalf of: Sanctuary Housing Association |  |  |

SCHEDULE 2

Breakdown of service charge

|  |  |
| --- | --- |
| <Insert Item Here> | £ |
| <Insert Item Here> | £ |
| <Insert Item Here> | £ |
| <Insert Item Here> | £ |
| <Insert Item Here> | £ |
|  |  |
| Total: | £ [ ] |

APPENDIX 1

House Rules

[The following are examples of house rules which may be relevant to the Room. If the Building is not one in which residents are moved between rooms from time to time, some restrictions of this nature must apply. If they do not, a licence is unlikely to be the appropriate document to use]

1. [Residents are not allowed to bring alcohol or to allow visitors to bring alcohol into the Building for storage, or consumption either in the Room or anywhere in the Building.]
2. [No form of gambling is permitted in the Building.]
3. [You must not invite any visitors to your Room/the Building.]
4. [You must only allow visitors to the Building between the hours of [ ] and [ ]. Strictly no visitors are allowed to stay in your Room or in the Building overnight].
5. [Visitors must have photographic ID and be aged 16 years or over, unless accompanied by a parent or guardian. You must sign anyone visiting you into the Building at reception and sign them out when leaving.]
6. [You must not leave any visitor unaccompanied and must not give your keys to visitors or any other residents of the Building.]
7. [You must ensure that your visitors have left the premises by [8]pm. No visitors are permitted to enter the Building after [8pm or before 8am]. The Association may at its discretion refuse entry to any visitor.]
8. [Material should only be displayed on the pin boards provided or attached with blue-tack to the woodwork within your Room. No offensive or pornographic material is permitted to be displayed. Neither are you permitted to cover the Fire Notice in your Room with any materials.]
9. [You must allow the Association and its employees access to the Room at any time for the purposes of [ ].]