**Durham County Council Children and Young People’s Services**

**Supported Lodgings Scheme – Licence Agreement**

This is a non-secure occupancy agreement between ……………….. ……………………… as a Licensee **and** …………………………………… as a Supported lodgings provider, approved and contracted with Children and Young People’s Services for the following address

The supported lodgings scheme is a service provided on behalf of the Children & Young People’s Service. The scheme aims to provide good quality accommodation for young people, who need the security and support that living in a supported lodgings placement can provide.

All supported lodgings placements are a temporary placement, giving young people the opportunity to learn how to live independently, in an environment where they will feel safe and secure.

The accommodation is temporary and your position is that of a licensee and not a tenant. Nothing in this agreement shall be considered as creating a lease or tenancy as you are not a secure tenant under 1977 Rent Act or any amendment thereof.

As part of this licence agreement, you must agree to the following:

1. **Payment of Rent**

All rent must be paid weekly to your placement provider – you will be issued with a rent book at the beginning of your placement and informed how much your rent will be. The amount you pay will be dependent on your circumstances and entitlement to housing benefit. **The rental amount is £55**.

1. **Use of the Supported Lodgings Placement**

The placement must be your principal and only home and you must not use if for the purposes of running a business. The placement must not be used for any illegal purposes and is for your sole use.

1. **Behaviour**

To be responsible for the behaviour of people visiting you in the placement and to be responsible for them in the premises, on surrounding land and in communal areas (stairs, lifts, entrance halls and gardens for example)

To ensure that none of the following occur during your placement:

* + Nuisance behaviour
	+ Racial or other Harassment
	+ Violent or abusive behaviour
	+ Illegal activities
	+ Tampering with security equipment
	+ Storing dangerous materials including illegal weapons
	+ Excessive noise
	+ Pets
	+ Causing damage to property
1. **Anti-Social Behaviour**

Not to do or threaten to do anything which causes or may be likely to cause a nuisance or annoyance or disturbance to other persons in the neighbourhood or within your placement

Examples of behaviour which may cause nuisance, annoyance or disturbance include:

* Loud music
* Arguing or door slamming
* Operation of noisy machinery
* Offensive drunkenness
* Selling drugs or drug abuse
* Rubbish dumping
* Obstructing communal areas
1. **Harassment**

Neither to commit or threaten to commit any form of harassment on the grounds of:

* Race
* Colour
* Religion
* Sex
* Sexual Orientation
* Disability

Which may interfere with the peace and comfort of or causes offence to other persons in the neighbourhood or placement

Examples of Harassment include:

* Racist behaviour or language
* Using or threatening to use violence
* Using abusive or insulting words or behaviour
* Damaging or threatening to damage another persons home or possessions
* Writing threatening abusive or insulting graffiti
1. **Violence towards Supported Lodgings Providers and visiting staff**

Not to use or threaten to use menacing or abusive or violent behaviour towards any placement provider or others present within the placement premises or any employee of Durham County Council

1. **Illegal Activities**

Not to use or threaten to use the premises for illegal or criminal activity such as bringing, storing or selling illegal drugs, storing or distributing racist material or pornography or storing or selling stolen goods.

1. **Computer use**

Use of the Supported Lodgings Provider’s computer is not a right and is only to be used as agreed with the Supported Lodgings Provider. The equipment is not to be used to access unsuitable sites e.g. pornographic sites or any other sites relating to issues mentioned in the code of behaviour (3.) or harassment (5.)

1. **Disposal of Rubbish**

Not to keep or leave rubbish or belongings in the communal areas of the premises

1. **Noise Nuisance**

Not to play any radio, television, record, CD or tape recording or musical instrument so loudly that it can be heard outside the premises between the hours of 11.00pm and 7.30am or at any time it causes a nuisance or annoyance to other persons in the neighbourhood

1. **Pets**

Not to keep or bring into the premises any animal

1. **Damage to Property**

Not to damage or deface the premises or any property of the supported lodgings provider. To make good or pay to placement provider the cost of making good any damage or defacing of the premises or fixtures and fittings.

1. **Repairs**

To report to the placement provider any disrepair or defect for which the placement provider is responsible for in the premises.

1. **Access**

To allow the placement provider and Children & Young People’s Services access at reasonable times and after reasonable notice to inspect the condition of your room and to carry out any repairs or other works to the premises. Please note that in an emergency, immediate access may be required.

1. **Alterations to the Property**

Not to make any improvements or alterations to the premises.

1. **Support Visits**

To work with the placement provider and staff from Children & Young People’s Service to assess your ability to live independently. This involves being present for all visits as arranged and accepting the support package that is offered to you.

1. **Drug Use**

Not to use any illegal drugs on the premises and not to use the premises for the purposes of cultivating drugs or as a base from which to deal drugs from

1. **Insurance**

The scheme does not provide household insurance; therefore it is your responsibility to ensure that your possessions are adequately insured.

1. **Ending your Placement**

At the end of your placement, whether it is planned or unplanned you agree to return the keys of the premises to the placement provider at the end of the placement and to remove all personal possessions, including your own furniture and any rubbish.

To leave the premises and fixture and fittings in good let-able condition and repair.

1. **Disposal of Goods**

The placement provider and Children & Young People’s Services accepts no responsibility for anything left in the premises at the end of the placement and arrangements must be made for them to be collected within 7 days

1. **Notice Period**

Should either party wish to terminate the placement with the scheme, it is agreed that a 28 day notice period will apply.

1. **Rental increase**

The current rental amount is £\_\_\_\_\_ This licence agreement will be subject to an annual rental increase on the 1st Monday in April.

I, \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_ acknowledge that I have read and understood the contents of the licence agreement and understand that should I breach any terms and conditions as set out I will be asked to leave my supported lodgings placement and that I will not be provided with any other accommodation via the Supported Lodgings Scheme.

I agree to accept support services by an approved provider as a condition of my tenancy.

Signature of Licensee

Signature of Placement Provider

Witnessed by

On behalf of Children and Young People’s Services

Date \_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_\_