

LICENCE AGREEMENT

This Licence Agreement is between the Licensee and the Landlord as below:

Name of Licensee/Young Person:

Landlord: Wakefield Council & CYPS

This Licence commences on:

The aim of this licence is to enable you to reside at your property in a considerate manner and to enable you to eventually move successfully to independence having secured a tenancy of your own.

While you are here you have certain responsibilities to make this happen.

YOU WILL ENGAGE FULLY IN WEEKLY KEYWORKING, LIFESKILLS AND MOVE ON WORK

You will meet with your Personal Advisor (PA) and/or an Intensive Support Advisor (ISA) regularly as identified in your pathway plan. You will make the best use of your time and commit to doing the life skills work agreed in your pathway plan including cleaning your own room, cooking skills and independence skills. You will also engage with your (PA/ISA) around move on and bidding for properties. You will also engage with partner housing agencies such as Wakefield District Housing (WDH) around your housing application and address any issues highlighted by them. You will have the right to be consulted and feedback your views through your (PA), Social Worker or Statutory Review.

YOU AGREE THAT VIOLENCE AND AGGRESSION IS UNACCEPTABLE

You understand that seriously disruptive behaviour is likely to result in eviction being considered. No offensive weapons are permitted in the property. Wakefield Children & Young People Services carry the final decision on what is and what is not a weapon.

YOU AGREE THAT BULLYING AND INTIMIDATION IS UNACCEPTABLE

You will respect the staff, other residents, neighbours, and visitors, as we help each other with the problems we face.

You will not threaten others or demand money or goods.

You will not use racist or discriminatory language.

You will not enter other people's rooms without invitation and when you are in another person's room you will leave when requested.

YOU WILL NOT BRING DRUGS INTO THE PROPERTY OR RETURN TO THE PROPERTY UNDER THEIR INFLUENCE

You will not take any illegal drugs or 'legal highs' whilst residing in your property and will ensure no such substances are brought into the property. You accept that any evidence of such incidents may impact on you being able to remain in your accommodation and is likely to result in eviction being considered.

ALCOHOL

You accept that it is illegal to provide alcohol for anyone under the age of 18 to drink either outside of your property or within your accommodation. You accept that it is not acceptable for anyone to drink alcohol in any of the communal areas of your property at any time. You also accept that it is only acceptable to consume alcohol within your accommodation if you are over the age of 18. You understand that if you do drink alcohol either on or off the premises this must not impact on anyone else at your property – for example by any means of anti-social behaviour whilst under the influence of alcohol. If it does, then you accept this will be considered in deciding any eviction processes.

PERSONAL RELATIONSHIPS/PREGNANCY

You understand that it is both inappropriate and illegal to have sexual intercourse with any young person who is under the age of 16 years and if you were to do so you would face eviction and possible criminal action. If you become pregnant whilst living at your property this will not automatically jeopardise your tenancy, however, you accept that the accommodation offered to you may change to better meet your needs, the needs of your child and those of the other residents.

YOU WILL BE RESPONSIBLE FOR YOUR VISITORS

You understand that visitors are welcome from 10.00am to 11.00pm weekdays and at weekends and must be limited to a **maximum of two people** at any one time. You will ensure that your visitors leave by 11.00pm. **You will not allow visitors to stay overnight. You understand that all your visitors must be over 16 years of age.** Siblings or relatives under the age of 16 years are permitted to visit provided they are accompanied by a parent / carer, or if they are currently Looked After or Accommodated then they must be accompanied by an appropriate professional (e.g., Social Worker; Family Support Worker; Contact Worker; Residential Worker). You are responsible for the conduct of your visitors and any behaviour that breaches your licence agreement by your visitors could jeopardise your accommodation and this will be considered in deciding any eviction processes. **The council reserve the right to implement a visitor ban on yourself or the whole property if there have been problems arising from visitor's behaviour and conduct.**

YOU WILL NOT PLAY LOUD MUSIC

You will keep your TV/Music system at a reasonable volume. You understand that noise levels need to be kept to a minimum after 09.00pm so as not to disturb others in the property or surrounding neighbours.

YOU WILL LIVE AT THE PROPERTY

The expectation is that you will live at the property as your home and that you will sleep at the property overnight for at least five nights per week. You should inform a member of staff if you are intending to stay out overnight. If you are under

18 and still Looked After or accommodated, you will need permission from your Social Worker to stay out overnight and you will have to provide details of where you are staying and who with. **Absence of longer than two nights without agreement may result in a warning and you may be reported missing.** Longer stays, for example to go on a holiday or to visit family can be agreed with your Social Worker or PA/ISA if properly planned in advance subject to the relevant permissions required if you are Looked After or Accommodated. If the council believe you are not staying at the property, you will be served an abandonment notice and if you do not respond to this a Notice to Vacate will be served.

HEALTH AND SAFETY ISSUES

You agree to follow any health, safety or fire instructions given to you and to not engage in conduct that is likely to endanger the health or safety of anyone in the property such as tampering with any fire precautions. It is illegal to tamper with or disable fire alarm equipment or extinguishers. If you tamper with or disable any fire safety equipment immediate eviction may be considered and possible criminal action. You accept your responsibility to report any hazards, health issues or infectious diseases to the manager promptly and that all electrical appliances on the premises must be checked for safety before use.

You agree that no flammable liquids or candles will be used in your room and will make yourself familiar with the fire procedure. There are fire escape instructions in your room and other points throughout the property. Some of the windows and doors are specifically designed not to open fully; you agree that these must not be forced open and that residents must not allow entry or exit to themselves or others through them.

SMOKING

You agree that you will not smoke in any internal areas of the building including your room. This also includes vaping.

OTHER CONDITIONS

You will also agree:-

- That when you leave the accommodation unattended you will ensure as far as is reasonable that it is secured by locking all doors and windows and where this will be for periods in excess of seven days you will inform your SW, ISA & PA.
- To ensure that any vehicles you or your visitors own are parked without causing an obstruction.
- Not to bring any large items of furniture, bicycles or motorbikes into Your property without the prior agreement of the ISA & PA and you will not obstruct any of the communal areas or fire escapes.
- Not to hang any pictures or posters or use Blu-Tack or any similar type of adhesive on the walls without prior agreement.
- Not to display any permanent notice on the property or display any material that may cause offence to any person by virtue of it being deemed to be racist, sexist, homophobic or offensive.
- No pets or animals allowed in or on the property.

FACILITIES

The premises are furnished as is recorded in the inventory. **We reserve the right to change the accommodation you use if we think it is necessary or if such a move would better meet the needs of yourself or another young person.**

You may have shared use of communal facilities including a training kitchen, training room. These communal areas will only be accessible whilst direct work is being done with residents of your property and groups involving other care leavers or Looked After young people, they will be closed down once this work has been completed.

We live as part of a wider community and as such need to have respect for our neighbours. **Residents should avoid gathering outside the front of the property, especially after 10.00pm at night.**

YOU WILL PAY YOUR LICENCE CHARGE AND SERVICE CHARGE REGULARLY & ON TIME

At Your property the Service Charge to cover utilities will be at the following rates: -

Gas – £6.50 per week

Electricity – £5.50 per week

Water - £5.00 per week

If utility usage is persistently excessive direct work will be done with you to assist you to address this. If you persist in excessive use of gas, electricity or water then this may be taken into consideration in deciding the long-term viability of your licence.

Rent and other charges are to be paid in advance. If you do not pay the charges you are responsible for and you build up arrears and you fail to address this appropriately this is likely to result in your licence being revoked and the accommodation being withdrawn.

Under 18

If you are under 18 the Council is responsible for the full cost of your rent (unless you are in employment – see below) and you will not be eligible to pay any council tax. You will be responsible for paying the service charge from your allowances / other income. Depending on your circumstances and the assessment of your money management skills the service charge and any reasonable additional charge towards any arrears that you have may be deducted directly from allowances if appropriate.

If you are in employment an assessment of your earnings will be made and you may have to contribute to your rent. This contribution will be fair and designed to ensure that you are not financially disadvantaged.

18+

It is expected that prior to reaching the age of 18 you will have commenced the bidding process to obtain a WDH property. Should you fail to do so we will bid on your behalf. Where you fail to engage in the bidding process, and you either reach the age of 18 and or have obtained your leave to remain you may be given notice to move on to alternative accommodation. **If after reaching the age of 18 and you have not been granted leave to remain you will be transferred to our adult only accommodation.**

If you are over 18 you will be responsible for meeting the full cost of the accommodation but are exempt from paying Council Tax until you reach the age of

25. If you are claiming benefits because you are not working (e.g., U.C) you will be entitled to claim housing benefit, and this will cover the full cost of your rent and council tax. You will remain responsible for the payment of your service charge. You must ensure that you manage your benefits appropriately to ensure that the rent / council tax is paid. You must also engage with support offered by your PA and other appropriate professionals to ensure any issues with benefits are resolved quickly. Where leave to remain is not granted you will be exempt from paying rent and CYP will continue to pay your weekly allowance.

Except in exceptional circumstances (e.g., if it's not your fault and you have done everything possible to resolve it / it's an error by the benefits agencies) you will be responsible for meeting the costs of any arrears of rent / service charge or Council tax due to benefits not being paid. Any payments from The Next Steps Team to cover arrears will be at the discretion of the Team Manager. We also reserve the right to recover some or all of any accrued arrears from any allowances paid to you (e.g., independent living allowance / birthday money / Christmas / festival money) at the discretion of the Team Manager.

If you are in relevant education or training, depending on your circumstances, you may not be entitled to benefits. In these circumstances an assessment of your income will be made and some or all of the costs of your rent and council tax (if applicable) will be met by the Next Steps Team.

Rents are reviewed each year; if the rent increases you will be informed in writing 4 weeks prior to the increase taking effect.

Supported Accommodation will purchase TV licences for each of the flats but once you move to your own tenancy, you will be responsible for the purchase of your own license.

Wakefield Council has buildings insurance to cover events like flood or electrical faults but you will be expected to obtain your own contents insurance to cover your personal possessions.

REPAIR AND MAINTENANCE

We will keep in reasonable repair the structure, exterior and interior of the premises. Please report any disrepair or defect to us. You are responsible for keeping your room and its contents (as outlined in your room inventory) clean and in good condition. You must pay for any damage caused by yourself or any invited visitor. If any significant damage is caused by yourself or a guest of yours the cost of repairs may be deducted from your leaving care allowances. You must not remove or make alterations to the premises or fixtures, fittings or furniture without our consent or bring any large items of personal furniture into the house. You will be encouraged to make individual and personal contributions to your room. However, you should not mark the walls by using cello tape, nails, screws etc, but should seek staff help in finding the best way to put up pictures etc.

USE OF THE PREMISES

You are not to use the premises for any illegal purposes, or to operate any business or trade. Films rated 18 will not be allowed to be viewed in the communal rooms.

Any acts of violence, verbal or physical, threats or bullying of any kind, and sexual, racial or other forms of harassment, are totally unacceptable and may result in eviction being considered.

You will be provided with a key to your accommodation. This key is security protected to prevent unauthorised copies being made and you must not attempt to have the key copied. You must not give this key to anyone else at any time under any circumstances. Any breach of this may compromise the security of the building / other young people and may be grounds to review your licence. You are required to allow us access to your accommodation for the purpose of inspection, servicing and maintenance, or to check on your welfare. In addition, staff will be entitled to access your accommodation without prior notice and without your prior agreement using the spare keys if they have reasonable grounds to suspect the terms of this licence are being contravened in any way or if there are any safeguarding issues.

MOVE ON POLICY

If you decide you no longer wish to live at your property, then you must give one full month's notice to end the tenancy.

Maximum stay will be aimed at being up to two years, but normally young people should be moving on between six and 18 months of arrival after working on a transition to independence plan. The aim of the service is to help you to move on to the next stage in your life but only when you are as well prepared as possible to ensure that this will be a success for you. Thus, there may be circumstances in which some degree of flexibility will be offered depending on individual needs.

The process of the move will be discussed at the Young Person's Housing Needs panel which is chaired by the Service Manager for the Looked After Children's Service. Depending on your assessed independent living capabilities the next step in the transition may be to a Supported Tenancy or a tenancy in your own right.

WARNINGS PROCESSES

On accessing our accommodation young people will be supported by ISA's & PA's to remain compliant with the license agreement. Where concerns are raised a discussion will take place between the Coordinator, Accommodation Officer, Service Manager, S.W and PA. Where a serious breach of the license agreement has occurred and or repeated breaches have continued despite intervention and support from staff a warning can be issued. The young person will be kept informed of all procedures within the warning process.

1. First Warning is an opportunity for residents to get support with behaviour that is threatening their licence and to highlight these concerns.

- Trigger a review of the Risk Assessment/Support Plan
- Seek to address concerns
- Agree actions and outcomes to support a positive outcome and compliance of the license
- Review Acceptable Behaviour Agreement.

2. Second Warning triggers a meeting with the coordinator and to agree the following support:

- Review of the Acceptable Behaviour Agreement
- Involvement of other agencies working with the young person. The need for further specialist support such as debt advice, substance misuse services, anger management etc.
- A review of the Risk Assessment/Support Plan

3. Third Warning If this is issued a meeting will be arranged for you to attend. The meeting should include (where appropriate)

- Young Person
- Team Manager
- CIC/Next Steps Service Manager
- Other agency support workers
- PA

EVICTIION NOTICE

If the warning system is exhausted and it is deemed necessary, a Notice should be served on the young person by hand and a full explanation given (leaflet if possible). Notices should be signed off by the Operations Manager. All notices should be 28 days except when the health, safety and wellbeing of service users or staff is at risk from the service user staying at the property.

We reserve the right to miss out some of the stages in the warning process. For instance, someone physically assaulting another resident may be given a third warning or even evicted without having received earlier warnings.

ENDING THE LICENCE AND MOVING OUT

This agreement will remain a licence rather than a periodic or other tenancy, regardless of how long you stay, or any financial agreements made between us. You must give us vacant possession leaving the room clean and tidy and remove all personal possessions from the property. Keys need to be returned on the day the licence expires. We accept no responsibility for personal items you leave on the premises at the end of the licence.

I have read, or had read to me, the above Licence Agreement. I agree to fulfil my responsibilities as outlined in the Agreement and understand that the licence may be terminated if I am in breach of these responsibilities.

Signed by the Licensee/Young Person:.....

Signed on behalf of Wakefield C&YP Services.....

Date.....

This Licence Agreement will be reviewed on an annual basis.

LICENCE AGREEMENT

Full name(s)

Tenancy Agreement in respect of:
Address

Gross Weekly Rent

£90.90

Total

£90.90

Tenancy Starts

Declaration

I agree to accept this Licence Agreement on the terms set out in this Agreement, any supplementary documents and as explained to me.

I understand that this accommodation has been offered to me as part of the support provided by Wakefield Supported Accommodation.

I understand that my right to this accommodation will end when my entitlement to accommodation by Wakefield Supported Accommodation ceases.

I understand that I am responsible for any breach of these conditions of tenancy by myself or any visitor.

Signed by

Date

Witnessed

by

Supported Accommodation Acceptable Behaviour Agreement

1. I agree to read and follow the rules of my supported accommodation licence agreement at all times.
2. I agree to not allow other people to live with me at the accommodation unless this has been approved by CIC/Next Steps Team and the Coordinator.

3. I agree not to allow anyone to stay overnight at the property, at any time or for any reason. (Unless agreed by your SW/Coordinator and included in the pathway plan)
4. I agree to have no more than two visitors at the property at any time, and no visitors after eleven o'clock at night.
5. I agree not to cause, or allow my visitors to cause, nuisance or annoyance to my neighbours. An example of nuisance is playing loud music or having parties.
6. I agree not to bring any pets into the accommodation.
7. I agree not to damage the accommodation or the furniture and understand if any damage is caused, I will have to pay for it.
8. I agree to keep my accommodation clean and tidy at all times.
9. I agree not to decorate any part of the property or make any alterations.
10. I agree to co-operate fully with Wakefield CIC, 16+ and Next Steps Service staff.
11. I agree that if I break the rules of my supported accommodation I may be asked to leave.

DECLARATION

If you do not abide with the rules of this agreement, you are in breach of your Licence Agreement and may be at risk of eviction.

In signing this agreement, you are agreeing to abide by the rules set out above.

I,, hereby agree to the terms of this agreement and will abide by the rules stated.

Address:

Signed _____ Date:

Illegal substances and Wakefield Supported Accommodation

While accommodated and supported by Wakefield Supported Accommodation you will be expected to abide by certain rules with regard to illegal substances. These rules are very important and are in place to ensure that you and any visitors to your property remain safe and are a condition of your tenancy.

IT IS A CRIMINAL OFFENCE TO USE ILLEGAL SUBSTANCES AND THE USE AND / OR PRESENCE OF THESE SUBSTANCES IN THIS ACCOMMODATION IS NOT PERMITTED

1. You agree that neither you, nor any of your visitors, will use any illegal substance inside the building or your accommodation where you have your tenancy.
2. You will not store or supply any illegal substances for or to any other person from your tenancy.
3. You agree that while you are being supported by Wakefield Supported Accommodation you will not use illegal substances in this property. You are responsible for safe disposal of any drug paraphernalia. This includes any sharp instruments or other equipment which must be disposed of safely. You can access a 'sharps box' from the local drug service.
4. You understand that any sharps found in your property by ISA's will need to be removed by you immediately for health and safety reasons.
5. You understand that if you are found to be using, storing or supplying illegal substances in your property by ISA's staff will report this to the police and this could result in criminal charges being made against you.
6. You understand that as a tenant you are responsible for all visitors to your property and their actions. If anyone visiting you is found to be using or supplying illegal substances while in your property then you will be held responsible for this. If anyone visiting your property tries to use or supply illegal substances, then you should ask them to leave and if they will not leave then call the police to have them removed.

DECLARATION

If you do not abide with the rules of this agreement, you are in breach of your Licence Agreement and may be at risk of eviction.

In signing this agreement, you are agreeing to abide by the rules set out above.

I, _____, hereby agree to the terms of this agreement and will abide by the rules stated.

Address:

Signed _____ Date:

WC Supported Accommodation Inventory

Name:	Licence start date:
Address:	

Provided in flat/Room	Yes/No	Provided in flat/Room	Yes/No	Comments
Single bed + Mattress		Cutlery		
Drawers / bedside unit		Pan set + frying pan		

Wardrobe		Crockery (plates & cups)		
Duvet, Pillows + Bedding		Sink bowl		
Two-seater sofa / single chair		Oven trays		
Fridge freezer		Clothes airer		
Dining table + chairs		Mop & bucket		
Washer		Cutlery tray		
Microwave		Dustpan + brush		
Kettle		Bin		
Toaster		Laundry Bag		
Cooker				

- As part of the support being offered to me I agree that WC has provided me with the above items within the accommodation.
- I understand that these items must remain within the accommodation and must not be removed, loaned, or sold.
- I also agree that I am liable for any costs associated with loss or damage to these items (other than ordinary wear and tear).
- I agree to inform Isa's of any damage / fault that occurs to any of these items.

- I agree that these costs may be recovered in part or in total from my Setting Up Home Allowance or other monies paid to me by the Next Steps Team (At the discretion of the Team Manager).
- I understand that if I am unhappy with any aspect of how this process is managed I can access the Local Authority Children & Young People’s Services complaints procedures and seek support from my ISA, PA, Social Worker or through the Children’s Rights Service (CAPS).

Signed(Licensee) **Date**.....

N.B Should you breach the license agreement prior to signing it and or refuse to sign it, warnings and or reviews on the suitability of you to remain in supported accommodation can still be issued and or take place.