

# Moving On Project Occupancy Agreement

**Name and  
address of the  
Owner**

**This agreement is between:**

Northumberland County Council of County Hall, Morpeth NE61 2EF (also referred to as "the Council" or "we")

**Name of the  
Occupier**

and \_\_\_\_\_ (also referred to as "you")

**Property  
Address**

..... (also referred to as "the Property")

**Furniture**

The Property is fully furnished and a list of the furniture and equipment is attached as Schedule 1.

**Support Services**

The Property is offered to you as part of the Moving On Project and you will also receive support services.

**Obligation to  
accept support**

This aims of the project and the support services you will receive are set out in Schedule 2

The provision of support services is a fundamental part of this agreement. You agree to accept the support services provided and you agree that if you fail to accept those services we may end this agreement.

**Start Date**

This agreement begins on: \_\_\_\_\_

**End Date**

This agreement ends on: \_\_\_\_\_  
(unless it is ended earlier in accordance with clause 5.3)

## GENERAL TERMS

**Charges for the  
accommodation**

**1. It is agreed as follows:**

1.1 (i) The weekly occupation charge ("the charge") payable for the premises at the date of the agreement shall be £ \_\_\_\_\_ per week

(ii) The charge includes an amount for accommodation, furnishings, water rates and TV Licence. You will also need to pay for any other bills (for example, Council Tax, gas and electricity) which are not included in the charge. Your support worker will help you budget for these payments.

1.2 The charge is payable in advance every week.

**Support**

1.3 We will provide the support services as outlined in your support agreement.

**Changes in the  
charge**

1.4 (i) We may change the charge at any time by giving you at least four week's notice in writing telling you the amount of the new charge and the date on which you must start paying it.

(ii) We will not normally increase the charge more than once every year although we may have to do so in exceptional circumstances.

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**Service of Notices**

1.6 Any letter, notice or other official document which you sent us will be valid if you send it or take it to our local office at the address on the first page of this Agreement. Any letter, notice or other official document which we send you will be valid if we send it to or leave it at the premises.

**Altering the Agreement**

1.7 We can change the charge as shown in clause 1.4  
Anything in this agreement can also be changed if we both agree in writing.

We can also change this agreement by following the procedure shown below:

(i) When we are considering changing any term of this agreement we will write to you to:

tell you that we are planning a change.

tell you what the change is, and how it will affect you; and

ask for your comments on the change (we will give you a reasonable length of time to give us your comments)

(ii) We will consider your comments and any comments we receive from anyone else affected.

(iii) If we decide to go ahead with the change, we will write to you in reasonable time before we make the change, (which will be at least four weeks). We will tell you the date the change will come into force, and to tell you how the change will affect you.

(iv) The change will start from the date we say in our letter.

(v) We will not make any changes which adversely significantly affect your position, except where it is reasonable for purposes of good housing management practice.

**2.0 THE COUNCIL'S RESPONSIBILITIES**

**Access**

2.1 We have the right to come into the property at any time. We normally will not do so except where:

(i) We require access to inspect the condition of the property or to carry out repairs, improvements, treatments, pest eradication or other work to the property or any adjoining property.

(ii) We require access to provide any support services.

**Water rates and other charges  
Repair of the structure and exterior  
Repair of installations**

2.3 We will pay the water rates and other charges that we collect from you and are due to the local authority and water authority.

2.4 We will keep the structure and exterior of the property in good repair.

2.5 We will keep in good repair and working order any installations provided for space heating, water heating and sanitation and for the supply of water, gas and electricity including:

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**Repair of fixtures, fittings and furniture**

- (i) basins, sinks, baths, toilets, flushing systems, waste pipes.
- (ii) electric wiring (including sockets and switches), gas, water pipes.
- (iv) water heaters, fireplaces, fitted fires, central heating.

**Decorations**

2.9 We will keep the property in a good state of decoration.

**Furniture**

2.10 We will replace furniture in accordance with the normal life-expectancy projections or in the event of destruction or damage by some event for which we were responsible. Entirely at our discretion, we may replace furniture damaged or stolen by third parties but we are not obliged to.

**Repairs**

- 2.11 (i) We are not responsible for any repairs or maintenance which is needed because you, a relative or anyone who has your permission to be on the property has caused the damage, neglected the property or broken the terms of this agreement; and
- (ii) We do not have to repair anything that is your property or which you are entitled to take away from the premises.

**3.0 YOUR RESPONSIBILITIES**

**Moving in**

3.1 You agree to move into the property at the start of the agreement.

**Weekly charge**

- 3.1 (i) You agree to pay the weekly charge in advance.
- (ii) If we have to pay back any Housing Benefit (or any similar or replacement benefit) we have received for weekly charges or Council Tax, you agree to pay an extra charge equal to the amount of benefit we must pay back. This will be added to your weekly charge account as a current liability on the next payment day.

**Use of premises**

- 3.3 (i) You agree to live at the property for residential purposes as your only or main home and not to operate a business from the property.
- (ii) You agree not to use the property or allow the property to be used for any illegal or immoral purposes, nor to bring or keep any article, drug or substance, possession of which is prohibited by law in any part of the premises.

**Visitors**

3.5 Visitors are not permitted in the property.

**Nuisance**

3.6 You agree not to do anything which is or likely to cause a nuisance or annoyance to any persons in the neighbourhood.

**Racial and other harassment**

3.7 You agree not to commit any harassment or threat of harassment on the ground of race, colour, religion, sex, sexuality or disability that may interfere with the peace and comfort of, or cause offence to any persons in the neighbourhood, or to any member of staff or contractor employed by us.

**Noise**

3.8 (i) You agree not to play any radio, television, hi-fi equipment or musical instrument so loudly that it causes a nuisance or annoyance, or would be

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likely to cause a nuisance or annoyance to any persons in the neighbourhood or can be heard outside the property at any time.

**Disruption**

- 3.9 (i) You agree not to commit any act which results in serious disruption or physical harm to any persons in the neighbourhood, or to any member of staff or contractor employed by us.
- (ii) You agree not to assault, threaten, harass or obstruct our staff, or our contractors or agents while they are carrying out their job.

**Pets**

3.10 Pets are not allowed in the property.

**Alterations**

3.11 You agree not to remove or make any alterations or adaptations to the property or any fixtures, fittings, furniture or equipment provided by Council

**Damage**

- 3.12 (i) You agree not to cause damage to the property or to the fixtures, fittings or furniture.
- (ii) You agree to pay us an additional charge to cover the cost of repairing or replacing anything damaged, removed or altered in breach of this clause or the preceding one.

**Cleanliness**

3.13 You agree to keep the property reasonably clean and tidy.

**Insurance**

3.14 You are responsible for insuring your personal possessions.

**Reporting disrepair**

3.15 You agree to report to the Council promptly any disrepair or defect for which the Council is responsible at the property or in any installation, furniture, fixture or fittings for which we are responsible.

**Access**

3.16 (i) You agree to allow the Council's staff and contractors access to the property at all reasonable hours to inspect and to carry out any repairs, improvements, servicing of gas and other installations, improvements, treatments and pest eradication or other work to the property or any neighbouring property, or to investigate a breach of this agreement.

If the original fault is your responsibility, or has been caused by your neglect, you must pay us an additional charge to cover any expenses we incur gaining access to the property and for the cost of the repair.

(ii) You agree to allow access to the Council's staff in order to provide the support services detailed in this agreement.

**Health and Safety**

- 3.18 (i) You agree to comply with the rules for fire safety and for other health and safety matters in the property, which are attached or displayed in the property and not to engage in any conduct or activity which is likely to endanger the health and safety of staff or any other persons in the locality.
- (ii) You agree not to use or store paraffin heaters, bottled gas, or other inflammable or explosive substances in the property other than normal household materials.

**Absence from the room**

3.19 You agree to inform the Council's staff, in writing and in advance if you intend to be away from the room overnight.

**Abandonment**

3.20 You agree not to abandon the property. If you fail to occupy the property for a period of more than 2 days without prior permission or contact with the Council we will presume the property has been abandoned, and end this agreement by issuing a written notice at the property.

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**Signs and advertisements**

3.22 You agree not to affix or exhibit in, outside or on the property any advertisement, notice or nameplate without first obtaining our written consent which we shall not unreasonably withhold.

**Aerial and satellite dishes**

3.23 You agree not to put up any satellite dish, TV aerial, CB aerial or similar apparatus.

**4.0 LICENSEES RIGHTS**

You have the following rights:

**Right to consultation**

4.1 You have the right to be consulted before we make any changes in housing management, maintenance, care and support practice or policy that are likely to substantially affect you.

**Right to information**

4.2 You have the right to receive information from the Council about the terms of this agreement and about the Council's repairing obligations and its policies and procedures.

**Right to complain**

4.3 We operate a complaints procedure by which you can complain about any aspect of our services. Full details of our complaints procedure are given in the induction pack.

**Data Protection and personal information**

4.4 You have a right to inspect any personal information held by the Council about you and to correct inaccurate information. We will comply with the provisions of the Data Protection Act 1998 as amended from time to time.

**5.0 ENDING THE AGREEMENT**

**By the occupier**

5.1 You must give the Council at least four weeks' notice in writing ending on a Sunday when you wish to end the this Agreement. We can at our discretion accept less notice than this.

**By the Council**

5.2 This agreement will end on the end date. In some situations, your caseworker may discuss giving you a new agreement for an additional period of time after this Agreement ends.

5.3 If we need to end this Agreement before the end date, we will normally issue you with written notice for one or more of the following reasons below, but we reserve the right to end the agreement for any other reason, which will be fully explained in writing to you.

- You have broken or failed to perform any of the conditions of this agreement
- You no longer need the support services provided.
- Suitable alternative accommodation has been offered.
- We were induced to offer you accommodation as a result of a false statement made knowingly or recklessly by you or a person acting at your instigation.
- If you are sentenced, remanded or recalled to custody.

5.4 We agree that we will give you reasonable notice in writing before ending the agreement, which will not usually be less than 7 days.

5.5 In the case of serious nuisance, disruptive or violent behaviour or harassment we reserve the right to ask you to leave immediately.

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6.0 SIGNATURE OF THE PARTIES

**Signed on  
behalf of the  
Council**

..... (Signature)

..... (Name)

..... (Position)

..... (Date)

**Signed by the  
Occupier**

..... (Signature)

..... (Date)

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