

NEIGHBOURHOOD APARTMENTS TEMPORARY ACCOMMODATION

Please read this agreement carefully and keep it in a safe place.

If you would like another copy of this agreement, we will provide one on request. If you would like a copy of it in large print, in another language or in another form (such as Braille), please tell us and we will provide this if practicable.

Please fill in this form using black ink.

This is a legal agreement between you and Manchester City Council ('the Council'). It describes your rights and responsibilities and the rights and responsibilities of the Council.

You and the Council must keep to the terms in this agreement. Read them carefully.

The agreement covers your stay in Neighbourhood Apartments temporary accommodation. It does not make you a tenant (secure or otherwise) of the property.

Section 1: Introduction

This is a Licence Agreement between:

The Licensor: (called 'the Council', 'we', 'us' or 'our' in this agreement)	Manchester City Council, PO Box 532, Town Hall, Manchester M60 2LA
and The Licensee: (called 'you' or 'the customer' in this agreement)	The agreement is to be signed by the customer only .
In respect of: (called 'the Neighbourhood Apartment' in this agreement)	
Date of commencement of licence: (called 'the commencement date' in this agreement)	

To be signed by you and us.

You should sign below when you have read this agreement. If there is anything that you don't understand, please speak to a staff member. The terms set out in this agreement are legally binding on you.

☐ I have read and accept the terms of this agreement.

Signed by you the Licensee: The agreement is to be signed by the **customer only**.

..... Date

..... Date

Signed by Zoë Robertson

Date

Name Zoë Robertson

Position Strategic Lead
on behalf of Manchester City Council

Address for serving notices:
Manchester City Council,
PO Box 532, Town Hall,
Manchester M60 2LA

Zoe Robertson
Strategic Lead, Adult Social Care , Manchester City Council.

Date

Each party agrees that signature of this agreement by electronic signature (whatever form the electronic signature takes) is as conclusive of that party's intention to be bound by this agreement as if signed by that party's manuscript signature.

FREQUENTLY ASKED QUESTIONS

A Neighbourhood Apartment provides short-term accommodation for people (usually over the age of 55) who need some extra help and support for a short period of time (six to eight weeks) in order to support them to continue living independently and get back on their feet.

For example:

- Someone leaving hospital whose home is no longer suitable for them and cannot be adapted, so they need to move somewhere while alternative suitable housing is found for them
- Someone who is having major adaptations on their home and needs a short stay somewhere while the work is carried out
- Someone who has had a fall and is in plaster, and who needs some additional support while they recover before going home
- Someone who is at risk of harm from family, friends or the local community and needs somewhere safe to stay.

How long can I stay in a Neighbourhood Apartment?

You can stay in a Neighbourhood Apartment for between 6 and 8 weeks, but no longer than 8 weeks.

Can I stay longer?

No. Neighbourhood Apartments are for older people leaving hospital or needing extra support.

What do I need to take with me to the apartment?

You will need to take some clothing, toiletries, food, shopping, and cleaning materials with you, eg. toilet rolls and washing-up liquid. You will also need to take any necessary money and equipment personal to you. Bedding and towels will be provided. A telephone is not provided in the apartment, so you will need a mobile telephone if you want to make personal phone calls.

What happens when I leave the Neighbourhood Apartment?

During your stay, your support worker will talk to you about going home or to a more suitable housing option for you. They will help you with the next steps after your stay and identify anything you may need in the future, eg. grab rails or equipment. They will ensure those things are ready for you. Some people want to stay permanently in the scheme they are in, so if you want to apply, let your key worker know as soon as possible.

Will I be charged for my stay?

The rent and all the furniture, fixtures and fittings have been paid for by Manchester City Council after we asked the Government for additional money. There is no obligation on you to pay rent.

Can I take anything with me when I leave?

When you leave, please do not take any of the items in the apartment, as they are the property of Manchester City Council. We need everything in place for the next older person who stays.

Am I a tenant of the Neighbourhood Apartment?

You are not a tenant of the Neighbourhood Apartment. Your stay is conditional on the approval of Manchester City Council and the housing provider.

What happens if I need some extra support during my stay?

Your support worker can provide you with some independent living equipment during your stay. You should use this only when it has been provided for you and is safe.

Can my grandchild stay in the second bedroom?

No. The Neighbourhood Apartments are designed for older people who are mostly retired. They are not an environment for younger adults or children. However, each scheme has guest-room facilities where family members can stay over. There is a nightly rate for the cost of the rooms. The housing provider can provide information about costs.

What happens if I feel unwell or there is an emergency during my stay?

During your stay you will be offered a device called a pendant alarm. You can wear this around your neck or on your wrist. You press the alarm button if you feel unwell or need help in an emergency.

I have a pet. Can it stay with me in the apartment?

Sorry, no. Pets are not allowed in the Neighbourhood Apartments. If you need help or advice to find a kennel or a cattery, let your key worker know and they will try to help.

Can my partner stay with me?

It depends. Ask us and we will look at your individual reasons and let you know.

Can I have visitors?

Yes, but they cannot stay overnight unless otherwise agreed with the Neighbourhood Apartment Co-ordinator. You can treat the apartment as your own for your short stay. You must look after the contents and behave appropriately at all times, so you should ensure that your visitors do so as well.

Can I smoke in the apartment?

No. The Neighbourhood Apartments are strictly non-smoking. You must go outside the building or in the garden area to smoke.

1. THE COUNCIL'S RESPONSIBILITIES

LEGAL POSITION REGARDING YOUR TENURE STATUS

- 1.1 A Neighbourhood Apartment provides short-term accommodation for people over 55 who need some extra help and support for a short period of time (six to eight weeks) in order to support them to continue living independently and get back on their feet.

For example:

- Someone leaving hospital whose home is no longer suitable for them and cannot be adapted, so they need to move somewhere while alternative suitable housing is found for them
- Someone who is having major adaptations on their home and needs a short stay somewhere while the work is carried out
- Someone who has had a fall and is in plaster, and who needs some additional support while they recover before going home
- Someone who is at risk of harm from family, friends or the local community and needs somewhere safe to stay.

You are permitted to occupy the Neighbourhood Apartment by way of a licence. You can stay in a Neighbourhood Apartment for between six to eight weeks, but no longer than 8 weeks.

- 1.2 A licence granted otherwise than for money or money's worth is known as an 'excluded licence'. Excluded occupiers can be lawfully evicted without the landlord obtaining a possession order.

- 1.3 A licence is only permission to occupy the Neighbourhood Apartment and can be terminated by the Council in accordance with the provisions in the Agreement.
- 1.4 **Please note that this Agreement does not give you any security of tenure.**
You will not have exclusive possession of the Neighbourhood Apartment. In order to achieve the aims set out above, it is necessary for us to retain possession and control of the accommodation.
- 1.5 The Agreement permits only you to occupy the Neighbourhood Apartment.
- 1.6 You may use the accommodation as residential accommodation only and not for any other purpose.
- 1.7 The Council agrees to permit you to occupy the Neighbourhood Apartment and you agree to accept the Neighbourhood Apartment together with the contents, which are described in the attached inventory, on a weekly basis from the commencement date subject to the following terms and conditions.
- 1.8 **The Agreement can be terminated upon giving you at least seven days' notice in writing. If you should fail to vacate the Neighbourhood Apartment following the service of such notice, you will be evicted from the accommodation without further notice. Please note that a Court Order is not required to remove you from the Neighbourhood Apartment.**
- 1.9 This agreement does not create a tenancy in respect of the Neighbourhood Apartment. You do not have security of tenure within the meaning of Section 79 of the Housing Act 1985. This means that the licence will come to an end and the Council will be entitled to possession of the property.
- 1.10 The Council can move you to other temporary accommodation at any time during your occupation, eg. because of particular problems in the Neighbourhood Apartment; because the Council needs to empty the whole of the property to complete major repairs; or if more suitable accommodation is identified.
- 1.11 The Council can ask you to change rooms within the Neighbourhood Apartment, eg. if, when you first moved into the Neighbourhood Apartment, the only available room was an adapted room for a disabled person, and this is now required for a disabled individual, as it meets their needs.
- 1.12 Under the General Data Protection Regulation, the Council will allow you access to personal information it holds about you, so that you can check it and, if necessary, correct it. If you wish to look at this information, you will be asked to provide identification.
- 1.13 The Council will deal with any personal information that it holds about you in accordance with its current Privacy Statement. The Council may use information that it holds about you and share it with other organisations for the purpose of the prevention and detection of crime, including fraud, and the protection of children and vulnerable adults.

2. YOUR RIGHTS AND OBLIGATIONS

- 2.1 You will get a key and/or a key fob and a pendant alarm for the Neighbourhood Apartment. You must look after them and tell the staff if you lose them. If you lose them, you will have to pay for a new set.
- 2.2 You should take all your belongings with you when you leave the Neighbourhood Apartment.
- 2.3 Your personal responsibility in respect of behaviour applies to your own behaviour and that of any visitors to the Neighbourhood Apartment, including children.
- 2.4 You must not use the Neighbourhood Apartment for illegal or immoral purposes. You must not cause any nuisance, annoyance or disturbance to your neighbours or anyone else residing, visiting,

or engaging in lawful activity in the locality of the Neighbourhood Apartment. You must not encourage or allow anyone living with you, or any of your visitors, to cause nuisance, annoyance or disturbance to your neighbours or to anyone else residing, visiting, or engaging in a lawful activity in the locality of the accommodation. Nuisance includes, but is not limited to, shouting and screaming or persistent arguing, fighting, theft, distributing controlled drugs, drug or alcohol abuse, playing loud music or making other loud noise, trespass into a neighbour's accommodation, throwing things from windows or balconies, rubbish dumping, fly-tipping or lighting fires, breaking shared security etc.

- 2.5 You, or anyone living with you or visiting you, must not harass anybody in the locality of the Neighbourhood Apartment. Harassment includes harassment on the grounds of age, disability, race, religion or belief, gender or sexuality. Harassment includes, but is not limited to, violence or threats of violence; verbal abuse or insults; damage or threats of damage to somebody else's home or belongings; writing graffiti that is threatening, abusive or insulting.
- 2.6 You must not deliberately or recklessly cause damage to the Neighbourhood Apartment and you must not write graffiti on or in the Neighbourhood Apartment. You must not encourage or allow anybody else to cause damage to the Neighbourhood Apartment. If you cause any damage to the Neighbourhood Apartment, or write graffiti on or in it, or encourage or allow someone else to do so, you must pay the Council the reasonable cost of repairing that damage or removing the graffiti, as soon as the Council demands payment from you.
- 2.7 You must not use or threaten violence against or harass or abuse any employee or agent of the Council or any Council member.
- 2.8 You must not use or threaten violence against or harass any other person.
- 2.9 You must not play any musical instrument or device and must not allow noise from a radio, television set, compact disc, tape or record player or equipment to be heard from outside the accommodation.
- 2.10 You must allow access to the Neighbourhood Apartment for person/persons authorised by the Council, eg. contractors, support workers etc. Usually, the Council will inform you in advance, giving reasonable notice, of when those people are attending and for what purpose. You agree that, in an emergency, the Council may obtain access to the accommodation, by a lock change if necessary, if the Council has been unable to obtain your prior permission for access.
- 2.11 You must keep the interior of the accommodation in good condition, and clean and tidy.
- 2.12 You must not deliberately or recklessly impair the decorative condition of the accommodation. You must not damage the walls with nails, pins, glue or adhesive. You must make good any damage so caused by immediate repair and decoration.
- 2.13 You must use the property as residential accommodation only and not for any other purpose.
- 2.14 You must report any faults or damage immediately to the Council or its agents.
- 2.15 You must pay for repair or replacement if damage or loss is caused deliberately (smashed windows, broken doors or furniture and household items for example) or by your own neglect.
- 2.16 You must allow Council workers or people sent by the Council into the property to inspect and carry out repairs. In an emergency, the Council will need immediate access.
- 2.17 You must not repair or alter any part of the property without permission. This includes the building itself, decor, fixtures and fittings. Never tamper with smoke detectors or other safety equipment.

3. RENT

- 3.1 There is no obligation on you to pay rent. The rent and all the furniture, fixtures and fittings have been paid for by Manchester City Council after we asked the Government for additional money.
- 3.2 A licence granted otherwise than for money or money's worth is known as an 'excluded licence'. Excluded occupiers can be lawfully evicted without the landlord obtaining a possession order.

4. USING THE PROPERTY

- 4.1 You are responsible for the behaviour of every person visiting you at the property, both within the building and surrounding areas.
- 4.2 You, or your visitors, must not cause a nuisance, annoyance or disturbance to any other person. Examples of nuisance, annoyance or disturbance include:
 - Loud music, arguing and door-slamming, offensive drunkenness, selling drugs or drug abuse, rubbish dumping, playing ball games close to someone else's home.
- 4.3 You, or your visitors, must not harass any other person. 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 person's home or possessions; writing threatening, abusive or insulting graffiti; doing anything that interferes with the peace, comfort or convenience of other people.
- 4.4 You, or your visitors, must not possess, sell, use or encourage the use of illegal drugs.
- 4.5 You, or your visitors, must not damage, deface or put graffiti on Council property. You will be charged for any repair or replacement.
- 4.6 **You, or your visitors, must not interfere with security and safety equipment in communal blocks. You must co-operate with staff by keeping to these safety rules:**
 - Don't prop open fire doors or make a fire hazard in the property (eg. by putting furniture against the door).
 - Don't tamper with the fire alarms, extinguishers, or smoke detectors.
 - Get out and stay out of the building when a fire alarm sounds (unless staff tell you it is only a test).
 - Only return when someone from the fire brigade tells you it is safe.
- 4.7 You and they must not break any of the Council's by-laws. You can ask to see the by-laws at a public library.
- 4.8 You, or your visitors, must not keep or allow animals in the property.
- 4.9 You must co-operate with the Council and your neighbours to keep any communal areas clean, tidy and clear from obstruction.
- 4.10 You must dispose of all household refuse responsibly and use bins appropriately.
- 4.11 You must not keep or use bottled gas, paraffin, petrol or any other dangerous material in the property or communal areas of the property. Candles, naked flames and incense sticks may not be used anywhere in the property.
- 4.12 You must not do major car repairs or park an illegal or unroadworthy vehicle on the car park or land surrounding the property.
- 4.13 You must dispose of hypodermic needles in the approved sharps box. Please ask your support worker if you need to dispose of hypodermic needles.

- 4.14 You are responsible for keeping the property clean and tidy. You should keep communal areas clean and tidy, and will be expected to share responsibility for cleaning these areas.
- 4.15 You must not run a business from the property.
- 4.16 You must live at the property provided for you. You must not stay away from the property for more than two nights a week, unless you have a good reason and you have informed your support worker. If you have been away for two nights, you must contact your support worker by 12 noon the next day.
- 4.17 You must keep the property clean and tidy. We will regularly check the property and the fixtures and fittings.
- 4.18 You are responsible for your own personal possessions and valuables.
- 4.19 You must not put in furniture, appliances or additional services without written permission of the Council.
- 4.20 Except for the members of your household listed at the start of this agreement, you will not allow anyone to occupy or use the property without our prior written consent.
- 4.21 You must not sub-let the property or any part of it.
- 4.22 You must not remove any item that we provide (including furniture) from the property.
- 4.23 You must not deep-fry food in the property, except in a thermostatically controlled sealable device.
- 4.24 You must tell us immediately about any repairs that need to be done to the property or the communal facilities.
- 4.25 You must not alter (including decorate) the property or the communal facilities, or any fixtures, fittings and furniture belonging to us.
- 4.26 You will co-operate with us and any other relevant agencies with regard to the provision of any support services for you and you will accept such services. If you do not co-operate or accept these services, you will be in breach of the terms of this agreement.

5. SERVICE OF NOTICES

- 5.1 When the Council gives you permission to do anything in the Neighbourhood Apartment, it will only be valid if it is in writing and signed by or on behalf of the Council.
- 5.2 The Council's address for the service of notices, including notices in connection with legal proceedings, is the address given at the start of this agreement, or any other address given to you for this purpose.
- 5.3 This agreement contains all the terms of the licence. Other documents given to you, such as a handbook or support agreement, will not change the terms of the licence unless both you and the Council agree in writing.
- 5.4 You may terminate this Agreement at any time by telling one of the Neighbourhood Apartment staff when you are leaving.
- 5.5 Any notice to be served on you by the Council shall be deemed to be duly served if left at the Neighbourhood Apartment or sent to the Neighbourhood Apartment by ordinary prepaid first-class post.

6. ENDING THE LICENCE AGREEMENT

- 6.1 You can stay in a Neighbourhood Apartment for between six to eight weeks, but no longer than eight weeks.
- 6.2 The Licence Agreement can be terminated by the Council upon the provision of at least seven days' notice in writing. If you should fail to vacate the Neighbourhood Apartment following the service of such notice, you will be evicted from the Neighbourhood Apartment without further notice. Please note that a Court Order is not required to remove you from the Neighbourhood Apartment.
- 6.3 You may terminate this licence agreement at any time by giving seven days' notice in writing.
- 6.4 The notice will be posted to or left at the property, or given to you personally. If the Council needs to send you any other legally required notice, the Council will follow the same procedure.
- 6.4 You should take all your belongings with you when you leave the Neighbourhood Apartment. If this isn't possible, tell a staff member your new address before you go. The Council will write to you there to ask you to collect your belongings. The Council will dispose of your belongings if you do not collect them within 28 days.
- 6.5 When you move out of the Neighbourhood Apartment you must:
- Return the keys, key fobs and pendant alarm to us by 12 noon on the day that the weekly period ends (on a Monday)
 - Leave the Neighbourhood Apartment (including any fixtures, fittings and furniture provided by us and any replacement items) clean and in the same condition as it was at the commencement date. If you do not, you will be charged for any costs we incur
 - Remove your possessions and leave the Neighbourhood Apartment empty, except for any fixtures, fittings and furniture provided by us, and any replacement items
 - Leave any garden or yard tidy and free from rubbish. If you do not, you will be charged for any costs we incur.