

Planning | Architecture | Master Planning

# **Tenancy Management Scheme**



The Hollies, Kenilworth Road, Balsall Common, Solihull B92 0LW on behalf of Solihull Supported Housing C.I.C.

Our Reference: Date: 20061-LPA-DoC1 AC February 2024



# 1. Background

- 1.1 Planning permission PL/2022/02251/PPFL for the change of use of The Hollies from Class C1 guest house to house of multiple occupation with 13 no. bedrooms was granted by the Planning Committee of Solihull Metropolitan Borough Council on 10<sup>th</sup> January 2024.
- 1.2 The Decision Notice was issued on 12<sup>th</sup> January 2024 and is subject to 11 no. conditions of development. Of these, condition 6 states:

Within 1 month of the date of this permission a Tenancy Management Scheme shall be submitted for approval in writing to the Local Planning Authority. This condition is to be discharged in agreement with the Planning Committee Chairman and Vice Chairman, during one of the bi-weekly Briefing sessions held with the Group Manager - Development Management and Head of Planning Design and Engagement. It should demonstrate how tenants would commit to approved standards and practices when living in the HMO and actions the Landlord would take to deal with tenants breaching this. The use will be carried out in accordance with the approved details, unless otherwise agreed in writing with the Local Planning Authority.

Reason: In accordance with Policy P14 and P18 of the Solihull Local Plan.

# 2. Tenancy Management Scheme

- 2.1 The Tenancy Management Scheme for The Hollies is operated through a combination of:
  - The landlord's obligations under the terms of his license for a House in Multiple Occupation;
  - The tenant's Licence Agreement, and;
  - The policies and procedures in place for dealing with breaches of the Licence Agreement and complaints.

# **HMO Licence**

- 2.2 The Hollies is on Solihull Metropolitan Borough Council's Homes in Multiple Occupation Register and the landlord, Mr Ali Ahmed, has been issued with a landlord's license for a House in Multiple Occupation by the Council (Licence Reference: 22/02922/HMOMAN).
- 2.3 The licence to operate a House in Multiple Occupation at the property was granted under the provisions of the Housing Act 2004 and is subject to compliance with conditions in accordance with Section 67 and Schedule 4 of the Act. These conditions are applied for the purpose of securing the proper management, use and occupation of the premises that must be complied with and include specific provisions with regard to anti-social behaviour, as set out in Schedule 1, Part 6 of the landlord's licence as follows:

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## ANTI SOCIAL BEHAVIOUR

- 6.1 The Licence Holder must take reasonable steps to prevent or where appropriate reduce, anti-social behaviour by persons occupying or visiting the house. This would include notifying the appropriate authority, this may be the Police or the Council, of any problems of anti-social behaviour which may be beyond the licence holder's reasonable capability to control and to reasonably cooperate with any action being taken in respect of the matter. This includes amongst other issues noise nuisance caused by the playing of loud music at any time of the day and particularly between 23.00 hours and 8.00 hours.
- 2.4 A copy of the landlord's licence is attached as Appendix 1.
- 2.5 The landlord is statutorily obliged to comply with the terms and conditions of his licence. Any breach of the licence is an offence which could result in a fine of up to £5,000 per offence or an alternative civil penalty and could result in the landlord's licence being revoked or future applications for renewal being refused.

Management of Anti-Social Behaviour – Tenants Responsibilities

- 2.6 Tenants are required to sign a License Agreement with the landlord, which includes clauses that specifically relate to anti-social behaviour and mandatory standards of behaviour, together with an obligation to abide by the 'House Rules'. These clauses ensure the tenant is aware of their responsibilities and the consequences of failing to abide by them.
- 2.7 In particular, the tenancy will be ended if, amongst other matters, the terms of the agreement are not followed, the tenant and/or their visitors cause serious and/or persistent nuisance to other people, or continuing occupancy would/could pose a threat to the tenant, staff or other people who use the house.
- 2.8 A copy of the tenancy agreement, including the House Rules, is attached as Appendix 2.

Management of Anti-Social Behaviour – Landlord's Responsibilities

2.9 In the event that there is a breach of the tenancy agreement, the landlord will take action, depending on the severity of the breach, in accordance with the following policy:

**Minor Breach** - If the discretion is minor in nature and the tenant is taking accountability for their actions, the policy is to issue an initial written warning. If they breach continues, this is followed by a final written warning (2<sup>nd</sup> strike). Thereafter, a termination of license agreement is issued and the tenant will be required to leave.

**Serious Breach** - If the tenant commits a serious breach, such as attacking another resident or member of staff, this will lead to an immediate termination of the agreement and eviction.

Complaints

- 2.10 Any complaints that are raised are dealt with in accordance with the following complaint procedure.
- 2.11 All complaints are investigated by the landlord, including the use of the CCTV system where appropriate, to gather enough evidence to prove or disprove the complaint and what actions, if any, are appropriate in response. Any complaint that is proven will be dealt with in accordance with the above tenancy management policy.
- 2.12 Any complaints that involve crime, violence or threatened violence will be reported to the police for investigation.

# **Appendix 1 - HMO Licence**

METROPOLITAN BOROUGH COUNCI
Licence Reference 22/02922/HMOMAN
HOUSING ACT 2004 SECTION 64 LICENCE FOR A HOUSE IN MULTIPLE OCCUPATION
<ol> <li>A licence is hereby granted by SOLIHULL METROPOLITAN BOROUGH COUNCIL ("the Council") und Section 64 of Housing Act 2004 for the premises known as:</li> </ol>
CAPITAL LETTERS
THE HOLLIES, KENILWORTH ROAD, HAMPTON IN ARDEN, SOLIHULL, B92 0LW
2. The person to whom the licence is granted ("the licence holder") is:
Name: Mr Ahmed Ali
Address: 86 Kingslea Road, Solihull, B91 1TL.
3. The manager of the house ("the manager") is:
Name: Mr Ahmed Ali
Address: 86 Kingslea Road, Solihull, B91 1TL
<ol> <li>The licence is granted subject to compliance with the conditions specified in Schedule 1 and Schedule attached.</li> </ol>
<ol><li>The licence permits that the house is reasonably suitable for occupation by not more than 10 HOUSEHOLDS and 10 PERSONS.</li></ol>
<ol> <li>The licence came into force on the [1<sup>st</sup> June 2022] and continues in force for a period of 1 year until the [31<sup>st</sup> May 2024].</li> </ol>
Signed Authorising Officer: Louise Baggott (Authorised on Behalf of the Council to approve such a licence)
Environmental Compliance
Fourth Floor Council House
Manor Square
Solihull
B91 3QB 0121 704 6846
Group Email pprotection@solihull.gov.uk

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	SOLIHULL METROPOLITAN BOROUGH COUNCIL
	HOUSING ACT 2004
	LICENCE CONDITIONS (Part 2 Section 67 and Schedule 4) (The Licensing of Houses in Multiple Occupation (Mandatory Conditions of Licences) (England) Regulations 2018)
	SCHEDULE 1
	The Hollies, Kenilworth Road, Hampton In Arden, Solihull, West Midlands, B92 OLW.
	GENERAL MANAGEMENT, OCCUPATION AND PROVISION OF INFORMATION
1.	MINIMUM SLEEPING ROOM SIZES
1.1	The landlord must ensure that the rooms used for sleeping meet the following criteria:
	<ul> <li>6.51m<sup>2</sup> for one person over ten years of age</li> </ul>
	<ul> <li>10.22m<sup>2</sup> for two persons over ten years of age</li> </ul>
	<ul> <li>4.64m<sup>2</sup> for one person under ten years of age</li> </ul>
1.2	Any rooms that do not meet these specified sizes must not be used as sleeping accommodation. Any floor sizes that do not meet 4.64m <sup>2</sup> must be declared to the loca housing authority. Where the ceiling height is below 1.5m, these areas cannot be included in the overall room size.
<b>z</b> .	WASTE STORAGE AND DISPOSAL
2.1	The licence holder must ensure that the property and occupiers are registered with the local authorities' storage and waste disposal scheme and are compliant with it.
3.	INFORMATION TO BE DISPLAYED/ NOTIFICATION OF CHANGES
3.1	The Licence Holder must ensure that a copy of the licence is clearly displayed within a suitable common part of the house where it can be viewed by all occupiers. The schedule of licence conditions must also be available for viewing by any occupier either by providing copies to each person or by displaying adjacent to the licence.
3.2	The Licence Holder must display within the common parts of the house his/her contact details together with those of any manager/agent appointed in connection with the running of the house. This must include their name, contact address and telephone number.
3.3	The Licence Holder must inform the Council without undue delay of any changes to the ownership or management of the house.
3.4	The Licence Holder must inform Solihull MBC in writing if they no longer reside at the address given and provide the Council with the new address details in writing within 21 days of the change.
3.5	The Licence Holder must inform the Council in writing if there is a change in the managing agent, within 21 days of such a change to enable the Council to vary the licence.
3.6	If the Licence Holder is a Managing Agent, they must inform the Council if the person specified as the main contact ceases to be employed by them and inform the Council in writing of the new contact, within 21 days of such a change.
3.7	If the Licence Holder is a Managing Agent, they must inform the Council if they cease to have an interest in the property, within 21 days of such a change to revoke the licence.
3.8	The Licence Holder must inform the Council by telephone within 72 hours of becoming aware of the occurrence of a fire within the property.

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#### 4.0 MANAGEMENT OF PROPERTY

- 4.1 The Licence Holder must not permit the house to be occupied in any other way or by more than the number of households or persons specified in the licence.
- 4.2 The Licence Holder must ensure that the house is properly managed at all times and in particular that the requirements of The Management of Houses in Multiple Occupation (England) Regulations 2006 as amended are complied with.
- 4.3 The Licence Holder must ensure that any installations in common use or which serve any part of the house in common are in and are maintained in good repair, a clean condition and in good order (including where appropriate proper working order). Installations include the supply of gas and electricity and sanitary facilities and facilities for the cooking and storage of food.
- 4.4 The Licence Holder must not unreasonably cause or permit the supply of gas, electricity, water or drainage that is used by any occupier to be interrupted.
- 4.5 The Licence Holder must ensure that such parts of the house in common use including staircases, passageways, corridors, halls, lobbies and entrances are clean, maintained in a good state of repair and kept free from obstruction.
- 4.6 The Licence Holder must ensure that every outbuilding, yard area and forecourt which belongs to the house and is in common use, is in and is maintained in a good state of repair and in a clean condition.
- 4.7 The Licence Holder must consult with the Authority before making any material change to the layout, amenity provision, fire precautions or mode of occupation.
- 4.8 The Licence Holder must ensure that appropriate procedures are put in place to receive and respond to a notification from any occupier or officer of the Council relating to a defect or defects of a general nature and to carry out suitable remedial work within an appropriate period according to the nature and extent of the reported defect.

#### 5 FIT AND PROPER PERSON

- 5.1 The Licence Holder must ensure that any person or persons involved with the management of the house are to the best of their knowledge "fit and proper persons" for the purposes of Section 66 of the Act.
- 5.2 The Licence Holder must inform the Council if since becoming the Licence Holder they contravene any of sections 5.4 (1) to (4) below. This must be done within 21 days of such a contravention.
- 5.3 The Licence Holder must inform the Council if the person managing the property contravenes any of sections 5.4 (1) to (4) below. This must be done within 21 days of such a contravention.
- 5.4 The following criteria are considered in the assessment of whether the Licence Holder or Manager is a fit and proper person:-
  - (1) Offences involving:
    - 1.1 Fraud
    - 1.2 Dishonesty
    - 1.3 Violence
    - 1.4 Drugs
    - 1.5 Sexual Offences Act

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- (2) Unlawful discrimination of the grounds of sex, colour, race, ethnic or national origins or disability in connection with a business.
- (3) Contravention of any provision of housing or landlord and tenant law. In particular:
  - 3.1 Cases where criminal proceedings are taken by any Local Authority (civil penalties, prosecution, banning order etc.)
  - 3.2 Cases where any Local Authority has carried out works in default
  - 3.3 Cases where a Management Order under the Housing Act 2004 has been made
  - 3.4 Cases where an HMO licence has been refused or licence conditions have been breached.
- (4) If required, the Licence Holder and/or Manager shall submit a valid application form for a criminal record check to such an organisation as the Council may determine. An original copy of this record check is to be presented to the Council within the time stated in the demand for this information.

## 6 ANTI SOCIAL BEHAVIOUR

6.1 The Licence Holder must take reasonable steps to prevent or where appropriate reduce, anti-social behaviour by persons occupying or visiting the house. This would include notifying the appropriate authority, this may be the Police or the Council, of any problems of anti-social behaviour which may be beyond the licence holder's reasonable capability to control and to reasonably cooperate with any action being taken in respect of the matter. This includes amongst other issues noise nuisance caused by the playing of loud music at any time of the day and particularly between 23.00 hours and 8.00 hours.

#### 7 GAS SAFETY

7.1 If gas is supplied to the premises, the Licence Holder must provide to the Council a Landlord's Gas Safety Record issued in accordance with the Gas Safety (Installation and Use) Regulations 1998 (as amended) with respect to all gas appliances, fittings, flues and pipe work. Such a Gas Safety Record must have been obtained from a competent person and be dated within the 12 months prior to the date of application for this licence.

#### 8 FURNITURE

8.1 The Licence Holder must ensure that all upholstered furniture supplied by them for use by any occupier of the premises is compliant with the Furniture and Furnishings (Fire Safety) Regulations 1988 (as amended in 1989 and 1993). Any such furniture which fails to comply with these regulations must be removed from the premises without delay and properly disposed of. Suitable replacement furniture must be provided as appropriate.

The Licence Holder must on demand provide to the Council a declaration as to the safety of such furniture.

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#### 9 LANDLORD AND TENANT

9.1 The Licence Holder must supply to all occupiers of the house a written statement of the terms on which they occupy the house within 28 days of the commencement of each tenancy. This may take the form of a tenancy agreement or a separate written statement. The terms will describe and give details of:

- The type of tenancy, its duration and terms of notice.
- The amount of rent due together with dates and method of payment, and the circumstances when the rent may be altered.
- The amount of deposit taken, how it is held and the terms of its return.
- An inventory for, and statement of the condition of, the letting prior to the start of the tenancy.
- Conditions expressly prohibiting antisocial behaviour as specified in the code regarding anti social behaviour.
- 9.2 The Licence Holder must maintain a file for the property holding copies of all tenancy agreements for inspection at any time.
- 9.3 The Licence Holder must on request provide a written statement to the Council detailing names of persons occupying the property together with the rooms which they occupy.
- 9.4 The Licence Holder must ensure that notification in writing is given to all occupants at the beginning of their occupancy regarding arrangements in place to deal with emergencies and any other repairs, such as operating any fire precautions installed and instructions for escape in the event of a fire.
- 9.5 Except in an emergency, the Licence Holder/Manager must give at least 24 hours written notice to the occupiers of his intention to enter the private rooms of the HMO and be able to demonstrate he has reasonable cause to do so.

#### **10.0 FIRE PROTECTION FACILITIES**

- 10.1 The Licence Holder must ensure that the premises are provided with a satisfactory means of escape from fire according to the size, layout and type of accommodation provided.
- 10.2 Where Emergency Lighting is already installed, the Licence Holder must ensure that the emergency lighting system is installed within the communal fire escape route of the premises in accordance with the current British Standard 5266 or equivalent.
- 10.3 The Licence Holder must ensure that an automatic fire detection and warning system is installed in the premises in accordance with the appropriate category and grade of the current British Standard 5839-6: 2013.
- 10.4 The Licence Holder must ensure that all fire-fighting equipment, where provided, is maintained in accordance with the manufacturer's recommendations and that replacement or refilled equipment is provided without delay following any usage which renders it no longer effective.

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#### 11.0 ELECTRICAL INSTALLATION AND APPLIANCES

11.1 The Licence Holder must ensure that the fixed electrical installation of the premises is inspected and tested at intervals not exceeding five years by a person qualified to undertake such inspection and testing. The Licence Holder must thereafter provide a further periodic electrical inspection certificate to the Council within 14 days of the expiry of the most recent electrical certificate or upon demand as the Council deems necessary.

The Licence Holder must provide to the Council on demand a current periodic electrical inspection certificate for the premises in accordance with British Standard 7671 (or equivalent).

- 11.2 The Licence Holder must ensure that all portable electrical appliances supplied by them for use by any occupier of the premises are maintained in a safe condition (PAT).
- 11.3 The Licence Holder must provide to the Council, on demand, a declaration as to the safety of such electrical appliances. Such a declaration must include the provision of a portable appliance test certificate or report issued by a suitably gualified person with respect to each item of electrical equipment so supplied.

# 12.0 PROVISION OF STANDARD AMENITIES

- 12.1 The Licence Holder must ensure that the premises are provided with sufficient and adequate standard amenities for use by the current or intended number of occupiers according to the type of accommodation offered.
- 12.2 The Licence Holder must ensure that all standard amenities and equipment provided for use by the occupiers of the premises are maintained in good repair and proper working order.

#### 13.0 PROVISION OF ADEQUATE MEANS OF SPACE HEATING

13.1 The Licence Holder must ensure that each unit of accommodation within the premises plus all bathrooms, whether shared or for exclusive use are adequately heated in accordance with the Council's approved standards for houses in multiple occupation.

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# **Appendix 2 - License Agreement**

Sol	ihull Supported Housing C.I.C. EXCLUDED LICENCE AGREEMENT
	EXCLUDED LICENCE AGREEMENT
olihull Supported Housing C	C.I.C company number: 13008079
	("You")
	ther persons Solihull Supported Housing C.I.C. (see below) nominates:
Name (s):	
Room no.	
Address: Inc Postcode:	
Date of Birth:	
National Insurance Number:	
National insurance number:	
	in this agreement (the "Licence ") which begins on:
	in this agreement (the "Licence ") which begins on:
	in this agreement (the "Licence ") which begins on:
On the terms and conditions Tenancy Start date:	in this agreement (the "Licence ") which begins on: after is weekly until it is ended under the terms of this Licence.
On the terms and conditions Tenancy Start date:	
on the terms and conditions Tenancy Start date:	
on the terms and conditions Tenancy Start date:	
on the terms and conditions Tenancy Start date:	
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On the terms and conditions Tenancy Start date:	
On the terms and conditions Tenancy Start date:	

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### WHAT IT COSTS TO STAY AT THE HOUSE

**Licence Charge payments** 

You have to pay a licence charge to stay at the House. It is made up of an "Weekly core Rent" plus a "Service Charge" plus "Other Charges" added together which at the start date of this Licence are:

Weekly Core Rent	£
Service Charge	£
Total Weekly Licence Charge	£

The Licence Charge is due weekly in advance and is payable on a Monday. Please note that the above amount is subject to change.

On behalf of Solihull Supported Housing C.I.C., they have full authority to represent the above property and are able to offer qualifying individuals accommodation, sign the license agreement on behalf of Solihull Supported Housing C.I.C. and if necessary evict tenants.

### **1. THE CONTENTS**

Solihull Supported Housing C.I.C. will provide You with furniture, furnishings, fixtures and other items (the "Contents") listed in Schedule 2 for which You pay the Contents Charges.

#### 2. GENERAL TERMS

PURPOSE OF THE HOUSE

Your Room is part of a House which provides supported accommodation to individuals who are unable to obtain permanent accommodation and/ or require support to manage their tenancy.

For this reason, you do not have exclusive possession of your Room or any part of the House. Staff have to be able to check on occupiers of the House, including you, at all times to see that occupiers are safe, have not hurt themselves or anyone else, are not under the influence of illegal drugs or alcohol and are able to call the emergency services such as ambulances and doctors if the situation needs them to.

Whilst You are at the House You can use the Communal Areas such as the Kitchen, Bathrooms and common room unless Solihull Supported Housing C.I.C. staff tell you not to do so.

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### 3. You and Solihull Supported Housing C.I.C. Agree:-

Your Room is in a building or buildings managed by **Solihull Supported Housing C.I.C.** (the "Building"), which is part of the House and the House includes shared communal areas such as (but not limited to) any access paths, stairways, lifts, communal gardens, balconies, landings, wash rooms and parking areas (the "Communal Areas").

This Licence does not confer exclusive possession. Solihull Supported Housing C.I.C. and its staff have the absolute right to enter Your Room at any time without notice, and will exercise this right with consideration for your wellbeing and/or that of any other occupiers.

Nothing in this Licence shall give to any other person any benefit or the right to enforce any term of this Licence and You and/or Solihull Supported Housing C.I.C. may vary or end this Licence without being required to obtain the consent of any other person.

### 4. CHANGES TO THE LICENCE CHARGE

Unless agreed in advance, the Licence Charge may be increased or decreased by Solihull Supported Housing C.I.C. giving You not less than 7 days' notice of the increase or decrease in writing. The new Licence Charge will be the Licence Charge stated in the notice and becomes payable by You on the date stated in the notice.

If You do not want to continue the Licence at the new Licence Charge, you can end the Licence by giving Solihull Supported Housing C.I.C. 7 days' notice in writing to end the Licence (ending on or before the new Licence Charge takes effect).

### 5. NOTICES

To serve a notice on You

Any notice which Solihull Supported Housing C.I.C. serve on you will be validly served if it is addressed to You and posted or delivered to Your Room.

To serve a notice on Solihull Supported Housing C.I.C.

You can serve any notice on Solihull Supported Housing C.I.C. if you send or deliver it to the at the House and send a copy to Solihull Supported Housing C.I.C., The Hollies, Kenilworth Road, Solihull, B92 OLW.

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SOLIHULL SUPPORTED HOUSING C.I.C. OBLIGATIONS SOLIHULL SUPPORTED HOUSING C.I.C. AGREE Possession: Letting You into Your Room To allow You to occupy Your Room along with whomever else Solihull Supported Housing C.I.C. may allocate to occupy that Room. Insurance: What Solihull Supported Housing C.I.C. will insure To insure the structure of the House and any fixtures and fittings owned by the Solihull Supported Housing C.I.C. (but not Your personal belongings) against any risks (for example fire) Solihull Supported Housing C.I.C. reasonably believes it needs to. 7. WHAT YOU AGREE TO DO WHILST YOU ARE AT THE HOUSE **YOU AGREE:** Possession: Living in Your Room To move into your Room at the start of the Licence and to accept and co-operate with Solihull Supported Housing C.I.C staff and the rules of the House. Continue to reside permanently at the property. If you go missing for a maximum of 7 days without informing staff, we assume you no longer need the property and re-let your room. Charges To pay the Licence Charge when it is due. **House Rules** To comply with the House Rules. A copy of the House Rules is at Schedule 3 but they can be changed by Solihull Supported Housing C.I.C. from time to time and you will have to abide by the new House Rules as and when they are given to you. You agree that failure to abide by house rules may result in you being evicted from the property with immediate effect. Outgoings To pay all outgoings you are responsible for (such as a TV licence if You have a TV in Your Room). 4

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Lodgers, visitors and sub-letting

Not to take in a lodger or to part with possession or sub-let the whole, or any part of Your Room.

Not to allow anyone who is not authorised by Solihull Supported Housing C.I.C. to live or sleep in Your Room with You. You cannot have anyone stay with You at the House overnight.

Alterations

Not to remove or make any alterations to Your Room, the House or any fixtures or fittings or the Contents belonging to the Solihull Supported Housing C.I.C..

Use of Your Room and the House

That neither You nor Your visitors shall operate a business or any other commercial activity in Your Room or in the Building.

That neither You nor Your visitors shall carry out any repairs or servicing of any vehicle(s) in Your Room or in the Building.

That You will not be under the influence of illegal drugs, not consume alcohol, not smoke in the House, nor use the House for any illegal, immoral or unlawful activity.

That You will not do anything to encourage or allow Your visitors to be under the influence of illegal drugs, consume alcohol or smoke, in the House, nor use the House for any illegal, immoral or unlawful activity.

The kind of things that are illegal immoral or unlawful

Examples of illegal, immoral and/or unlawful activities include (but are not limited to):

- bringing into and/or storing, and/or possessing in Your Room or in the Building illegal drugs (whether or not for Your personal use);
- taking and/or selling illegal drugs;
- storing or distributing racist material or illegal pornography;
- storing or handling stolen goods;
- Stealing the Contents or anything that belongs to someone else.

Nuisance: What You, Your Friends and family must not do and whose behaviour You must control

You must not do, threaten to do, or encourage someone else to do, anything which causes, or is likely to cause, or is capable of causing, a nuisance and/or annoyance to:

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•	other occupiers of, or visitors to the Hous	se; and/or		
•	any person living in, visiting or engaging and/or	in a lawful activ	ity in the House or in the locality;	
•	Any of Solihull Supported Housing C.I. contractors.	C. or Solihull S	upported Housing C.I.C. staff or	
o be respons	sible for the behaviour of any person, inclu	iding children, v	visiting You.	
The kind of th	nings that are a nuisance or annoyance			
Examp	oles of things You and /or Your visitors mu	st not do includ	e (but are not limited to):	
	aying loud music, radios or television;			
	lling drugs;			
	ing abusive and/or offensive language;			
	ndalising property;			
• Be	ing violent or threatening violence toward	s someone		
larassment:	bullying, pestering and upsetting other pe	eople		
That You and,	/or Your visitors will not:			
	harass or threaten to harass any perso		on, including (but not limited to)	
	harassing someone on any of the follow	ing grounds:		
	- Race	-	gender	
	- Colour	-	culture	
	- Age	-	ability	
	- Religion	-	lifestyle	
	<ul> <li>Sexual orientation</li> </ul>	-	sex	
	<ul> <li>Physical and/or mental disability</li> </ul>	-	beliefs	
iraffiti				
That You and	I/or Your visitors will not graffiti Your Ro	om or the Buil	ding, the House and/or anything	
belonging to l	housing and/or any person living, visiting of	or carrying on a	lawful activity in the Building.	
Pets				
		a la la la second	and a build and a second	
	iny animal, bird, fish, reptile or insect or si Ill Supported Housing C.I.C. consent in wri		oom or the Building without first	
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#### Vehicles

Not to park any vehicle in the Communal Areas of the House without **Solihull Supported Housing C.I.C.** consent which can be withdrawn at any time without notice

Internal decoration: Treating Your Room with respect

To keep Your Room in a good, clean and tidy condition.

Damage or Interference

To take all reasonable steps to prevent damage to Your Room and/or the House and the Contents including security or safety equipment (such as fire and smoke alarms, any equipment for putting out fires, door entry systems and closed-circuit systems)

If You or Your visitors damage the House, the Building or the Contents then You will pay to **Solihull Supported Housing C.I.C.** the Cost of repairing or replacing what has been damaged within 7 days of **Solihull Supported Housing C.I.C.** invoicing You for those costs.

**Health and Safety** 

Not to keep anything in Your Room or in the Building which may or is likely to cause an explosion.

To protect Your and other residents' safety and security by:

- · Closing external, safety and fire doors in and to the Building; and
- · Controlling and not lending out any key or fob to any Communal Areas

That You and/or Your visitors will not obstruct or keep or leave rubbish or dangerous materials or belongings which could constitute a heath or fire safety risk in the House.

That Solihull Supported Housing C.I.C. shall be entitled to remove and dispose of any rubbish, dangerous material or belongings which could constitute a health or fire safety risk in the House.

8. How to end Your Licence

That unless You are ending the Licence because You do not want to pay a new Licence Charge, to:

- give the Solihull Supported Housing C.I.C. at least 1 weeks' notice, ending on a Sunday, that You want to end this Licence; and
- if You leave before 1 weeks' notice has been given, to pay the Licence Charge as if You had given 1 weeks' notice

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### 9. MOVING OUT

That on the date on which this Licence ends:

- You will move out taking Your belongings with You
- You will return the keys (and where applicable all the door entry fobs) to Your Room and the House by 10:00am.
- You will leave Your Room and Solihull Supported Housing C.I.C. fixtures and fittings and the Contents in a clean and good condition.
- You will leave the Contents in Your Room.

That if you do not return the keys (and where applicable all the door entry fobs) by 10.00am on the day this Licence ends You will pay to **Solihull Supported Housing C.I.C.** an amount equivalent to the Licence Charge due for the last week of the Licence within 7 days of housing requesting payment from You.

That Solihull Supported Housing C.I.C. is not responsible for anything left in Your Room after this Licence ends.

**10.** HOW SOLIHULL SUPPORTED HOUSING C.I.C. CAN END THE LICENCE

Solihull Supported Housing C.I.C. can end the Licence at any time and without reason by giving You a written notice.

Solihull Supported Housing C.I.C. will give You REASONABLE notice to end the Licence. REASONABLE notice might be a very short period of time if You are asked to leave because You are violent or disruptive.

The Licence is likely to be ended if:

- (a) You fail to pay the Licence Charge when it is due.
- (b) You fail to abide by the terms of this Licence.
- (c) You and/or Your visitors have caused serious and/or persistent nuisance to other people who live in the House, Solihull Supported Housing C.I.C. staff or any visitors to the House.
- (d) You are offered alternative accommodation.
- (e) Your continuing occupancy would /could pose a threat to Yourself, staff or other people who use the house.
- (h) You need greater support and services than the house is intended to provide.

**11.**COMPLAINTS PROCEDURE



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If You think **Solihull Supported Housing C.I.C.** has not done anything it has agreed to do, you can first make a complaint to **Ahmed Ali** using its complaints procedure.

If you are not satisfied with how Solihull Supported Housing C.I.C. have dealt with Your complaint, You can then complain to the Housing Ombudsman Service. Please speak with your support worker and they will explain how to complain and how to go to the Housing Ombudsman Service.

You can also get advice from a Citizens Advice Bureau, housing advice centre, law centre or solicitor.

#### **12.**SUPPORT ARRANGEMENTS

You have been issued a license because you qualify for supported accommodation. As part of your license condition you are required to attend a support session with your allocated support worker **at least** once a week in accordance with your support plan. Failure to attend support sessions or non-engagement with the support service will put you in breach of your license agreement and may lead to you being evicted.

#### **13.** OTHER INFORMATION

Your Room is provided to further the aims of the House and is a House, as defined in section 622 of the Housing Act 1985.

#### Schedule 1 – House Rules

1. You are not to bring weapons of any kind into the premises. This includes regular and ornamental/toy weapons. If you bring dangerous weapons on site we have the right to confiscate the weapon, call the police and evict you.

Violence will not be tolerated at the property. If You are involved in any violence on site, you may be evicted.

3. No illicit substances are to be brought on site. If there is any evidence of such substances Police will be called immediately and You will be evicted.

4. No visitors are allowed on site between the hours of 9pm and 9am.

5. Solihull Supported Housing C.I.C. are not responsible for any theft, loss or damage to any personal effects.

6. Once You leave the property we are not responsible for Your belongings. Anything left on site when You leave will be given to any customer in need, or disposed of.

7. If the fire alarm sounds, You must evacuate the building immediately following the fire evacuation procedures, and assemble in the designated area.

8. No smoking is allowed inside the property in any area. Smoking is strictly outside the grounds of the property.

## 9

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9. No loud n time.	usic or TV which causes disturbance to other housemates or neighbours is allowed at any
	t keep your room clean and tidy-if u use the vacuum provided on site, you must place it olding area.
11. No hang	ng of pictures or frames or TV on the Walls is allowed.
12. No pets	are allowed on site at any time.
13. Any Distreet eviction.	urbance to neighbours is not allowed please remain responsible, as this may lead to
-	Alcohol irresponsibly and disorderly actions and any Antisocial behaviour is not allowed It in eviction.
15. Any delil	perate damage to property discovered or found may result in eviction.
16. Failure t	Pay the Accommodation Service Charge will result in eviction.
17 No Alcok	
	ol is allowed in Communal Areas Strictly. Failure to respect this will result in eviction ng this Licence. I have been requested to read, and understand the terms in this Licence.
Before signi which includ managing ag Solihull Sup	ol is allowed in Communal Areas Strictly. Failure to respect this will result in eviction ng this Licence, I have been requested to read, and understand the terms in this Licence, les the House Rules set out in Schedule 1, I also agree to engage on a regular basis with my tent, and understand that I must abide by the rules set above as mandatory whilst living in ported Housing C.I.C. accommodation. By signing the below, I confirm I have done so and I ccommodation from the private sector.
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