

**License to Occupy**

**Schedule 1**

**Parties:**

**“The Licensors”**

Name: Homecare Housing Ltd  
Address: Callan House, 49 Hill Street, Milford  
Co. Armagh BT60 3NZ  
  
Phone Number: 02837511333 Option 2  
Email: [Housing@hcil.com](mailto:Housing@hcil.com)

This Agreement contains the terms and obligations of the License to Occupy. It sets out the undertakings made by the licensor to the licensee and by the licensee to the licensor. These undertakings will be legally binding once the Agreement has been signed by both Parties and dated.

Full Name (In Block Capitals)

**SIGNED** by, or for and on behalf  
of, the **Licensor** (s)

Date

\_\_\_\_\_

**“The Licensee”**

Name:  
Address:  
Phone Number:  
Email:

Full Name (In Block Capitals)

**SIGNED** by, or for and on behalf  
of, the **Licensee** (s)

Date

\_\_\_\_\_

\_\_\_\_\_

**Address of Property:**

**Commencement Date:**

**The Term:** 12 Months

It is agreed as follows:

## 1. DEFINITIONS AND INTERPRETATION

The intention of providing this list of definitions is to help explain or clarify some terms or expressions that may be found in this License to Occupy. It is not an exhaustive or complete list. In this Agreement the following definitions apply:

1.1. In this agreement the following definitions apply:

Accommodation Charge	means the weekly charge as set out by the NIHE and housing benefit
Commencement Date	means the date specified in Schedule 1 and the day the License commences
Fixtures and Fittings	means any fixtures, fittings, furnishings or effects, floor, ceiling, and wall coverings.
HH	Homecare Housing Ltd and the Licensors in this agreement
Landlord	The person/company who own the property and that HH have tenancy agreement in place
Licensee (s)	means the Licensee (s) specified in Schedule 1. Where the Licensee is more than one person, the Licensee obligations are Joint and Several and are the permitted occupiers
Licensee Obligations	means those obligations agreed by the licensee in clauses 3
Licensor Obligations	means those obligations agreed by the licensor in clauses 4
NIHE	The Northern Ireland Housing Executive
Parties	means the licensor and licensee
Permitted Use	means the use of the Property as residential accommodation for vulnerable people
Property Taxes	means all rates, taxes, assessments, duties, charges and outgoings now or at any time payable in respect of the Property except any tax assessed on the Landlord in respect of its ownership of, rental from or dealing with his interest in the Property.
Property	means the Property described in Schedule 1 and where the context so permits or requires any part of it.
Utilities	means gas, fuel oil, water and electricity.

## 2. RULES AN REGULATIONS

- 2.1.HH permits the licensee to occupy furnished single let accommodation at the Property but does not grant any exclusive right of occupation of any part of the Property.
- 2.2.The license shall commence on the day of placement (regardless of the date of signing this Agreement]. The license created by this Agreement does not attract statutory security of tenure.
- 2.3.The license period is from the date keys are received by the licensee up to and including the date keys are returned to and receipted by HH.
- 2.4.This license may be terminated by HH on the earlier of (i) the date 12 months from the date stated in schedule 1, (ii) at any time should the Licensee breach any of the lease terms or (iii) on 7 days' notice for any reason, including but not limited to HH receiving notice from the landlord or the Housing Executive duty to the Licensee being withdrawn

### 3. LICENSEE OBLIGATIONS

PLEASE NOTE: These are the things that the licensee agrees to do or not to do. It is important for the licensee to understand what he must or must not do. If the licensee breaks, or does not comply with any of these obligations, the licensor may be entitled to claim damages or compensation from the licensee, or to seek other legal remedies against the licensee, including the possibility of eviction.

The licensee (s) agree(s) to the following: -

- 3.1. Where the licensee is more than one person, the licensees are jointly and severally responsible and liable for all obligations under this agreement.

#### **Accommodation Charge**

- 3.2. The Licensee is liable for any accommodation charges in relation to the property. The Licensee may apply for housing benefit to cover the cost of this accommodation charge but understands if their claim is not successful, they will be liable to cover the full accommodation charge and pay promptly upon demand. If the Licensee fails to do this, it may result in them being asked to leave the Property immediately by HH.
- 3.3. The accommodation charge will amount to the Local Housing Allowance amounts plus the weekly Land & Property Services Rate, plus the top up as calculated by the NIHE. Please be aware this amount may change
- 3.4. The Licensee agrees to provide all necessary information to HH & the NIHE to assist it in any assessment of eligibility for Housing Benefit. All information should be forwarded to Housing Executive within the first week if applicable.
- 3.5. The Licensee must notify HH within 7 days of their commencement date of the status of their housing benefit claim. They must continue to update HH until their housing benefit claim has been assessed.
- 3.6. If the licensees housing benefit claim does not cover the full amount of the accommodation charge the licensee will be liable to pay the difference to cover the full cost.
- 3.7. Any payment of Housing Benefit and Rates in respect of the Servicer User and / or the Property will be paid directly to HH.
- 3.8. The Licensee is to notify HH & The NIHE immediately if there are any changes in his / her circumstances.
- 3.9. Housing Benefit must not be cancelled by the Licensee while still residing in the Property. If cancelled, the Licensee will be liable for all rent payable to HH in respect of their occupation of the Property.
- 3.10. The Licensee accepts that HH uses GoCardless service to collect Direct Debit payments. Direct Debits are an authorisation for a person/organization to take payments from your account when they are due. HH will use this service to collect accommodation charges and or/other charges that the Licensee is liable for. To set this up, the Licensee will complete an online form. The

service user will agree the amount and date of payments with HH before setting up the Direct Debit.

3.11. The licensee will be responsible for all outstanding accommodation charges and any outstanding arrears will be passed onto a debt recovery agency until all accounts have been paid.

### **Condition of Property and Repair**

- 3.12. To keep the interior of the Property including any Fixtures and Fittings in good repair and condition throughout the Term (with the exception only of the installations which the Landlord is liable to repair). Also, to keep the interior of the Property in good decorative order and condition.
- 3.13. To take reasonable care of the Property including any Fixtures and Fittings and to keep the Property and any Fixtures and Fittings in a clean and tidy condition.
- 3.14. To keep all electric lights in good working order and to replace all fuses, bulbs and fluorescent tubes as and when necessary.
- 3.15. To notify the Licensor promptly of any Fixtures or Fittings which are defective or in need of repair and for which the Licensor is responsible for repair under clauses 4
- 3.16. To carry out repairs or other works for which the Licensee is responsible under this Agreement within one Month, or sooner if appropriate, of receiving written notice to do so from the Licensor.
- 3.17. To take all appropriate precautions including any reasonably required by the Licensor to prevent frost damage occurring to any installation in the Property.
- 3.18. To take reasonable and prudent steps to adequately heat and ventilate the Property in order to help prevent condensation. Where such condensation may occur, to take care to promptly wipe down and clean surfaces as required from time to time to stop the build-up of mould growth or damage to the Property, its Fixtures and Fittings.
- 3.19. To inform the Licensor of any repairs required in or to the Property for which the Licensor is responsible. Not to carry out or instruct others to carry out any such repairs in or to the Property without the prior written authorisation of the Licensor, except in an emergency.
- 3.20. At the end of the License to Occupy to make good or compensate for the repair of any maintenance defects or damage outside of expected normal wear and tear.

### **Cleaning**

- 3.21. To present the Property at the end of the License to Occupy in a clean and tidy condition and in good order in accordance with the Licensee's Obligations.

### **Utilities, Meters, TV License Fee and Telephone Lines**

- 3.22. To pay all charges in respect of Utilities consumed on the Property, telephone lines installed on the Property and the television licence fee.

### **Access and Inspection**

3.23. To permit the Licensor or landlord to enter the Property at a reasonable time on giving at least 24 hours' notice (except in the case of emergency) for the purpose of:

- 3.23.1. examining the condition of the Property;
- 3.23.2. inspecting, maintaining, repairing, altering, improving or rebuilding any adjoining or neighbouring property;
- 3.23.3. maintaining, repairing or replacing the Fixtures and Fittings;
- 3.23.4. complying with any obligations imposed on the Licensor by law.

The Licensee will also permit entry to all other persons authorized by the Licensor with or without workmen and others and with all necessary equipment.

### **Alterations and Redecoration**

3.24. Not to decorate or to make any alterations in or additions to the Property and not to cut, maim, puncture or injure any of the walls, partitions or timbers of the Property without the prior consent of the Licensor, such consent not to be unreasonably withheld.

3.25. Not to permit any waste, spoil or destruction to the Property.

3.26. Not to do or allow to be done anything upon the Property which shall cause damage to, or deterioration of the internal or external surfaces or the coverings or decoration of, or to, the surfaces.

### **Electrical & Telephone Installations**

3.27. To take care not to cause an overload of the electrical circuits by the inappropriate use of multi socket electrical adaptors or extension cables when connecting appliances to the mains electrical system

### **Infestation**

3.28. During the License to Occupy, to take such reasonable precautions expected of a householder to keep the Property free of infestation by vermin, rodents, fleas or ants. Where such infestation occurs as the result of action or inaction on behalf of the Licensees, to be responsible for the appropriate costs in fumigating and cleaning any affected parts as appropriate and for rectifying and or removing the causes of such infestation.

### **Washing**

3.29. Not to hang any washing, clothes or other articles outside the Property otherwise than in a place designated or permitted by the Licensor and not to hang or place wet or damp articles of washing upon any item of furniture, Fixture or Fitting or room heater.

#### **Affixation of Items**

3.30. Not to affix any items to the doors, walls, windows or any of the Fixtures and Fittings on the Property either internally or externally using glue, nails, sticky tape, blue-tac or similar adhesive fixings.

#### **Drains**

3.31. Not to overload, block up or damage any of the drains, pipes, wires, cables or any apparatus or installation relating to the services and Utilities provided to the Property. In the event of a breach of this clause the Licensee will be liable to pay for the costs of any necessary Remedial Work.

3.32. Not to permit oil, grease or other harmful or corrosive substances to enter any of the sanitary appliances or drains within the Property.

#### **Refuse**

3.33. To remove all rubbish from the Property and to place it in the dustbin or receptacles provided.

3.34. Every week to ensure that refuse bags or, if applicable, the dustbin or other receptacles provided are left at designated refuse collection points on the designated refuse collection day.

#### **Inflammable Substances and Equipment**

3.35. Not to keep or use any paraffin heater, liquefied petroleum gas heater or portable gas heater in the Property. Not to store or bring onto the Property any articles of a combustible, inflammable or dangerous nature. This does not include the use or storage of matches and cigarette lighters.

#### **Garden**

3.36. To cut the grass (if any) of the Property with an appropriate garden mower as necessary to keep the grass in, or bring about, a neat and tidy condition. To ensure any trees, bushes etc...are trimmed also and kept in good condition

#### **Smoking**

3.37. Not to smoke or permit any guest or visitor to smoke tobacco in the Property

#### **Animals and Pets**

3.38. Not to keep any domestic animals, reptiles' insects, fish or birds on the Property.

### **Usage**

3.39. The Licensee shall not use the Property except for the Permitted Use

3.40. To ensure that the Permitted Occupiers (if any) comply with all the Licensee's Obligations in this Agreement.

### **Cars**

3.41. Not to service, repair or carry out any other work on cars, motorcycles, vans or other commercial vehicles at the Property apart from general maintenance from time to time, to a vehicle of which the Licensee is the registered keeper.

### **Insurance**

3.42. Not to deliberately do anything, and to take reasonable and prudent steps not to allow anything to be done by Permitted Occupiers, invited guests or visitors, which leads to devastation, harm or ruin of the Property or its contents or the voiding of the landlord's insurance.

### **Illegal, Immoral Usage**

3.43. Not to use the Property or knowingly allow the Property to be used, for illegal or immoral purposes.

3.44. Not to use, possess, cultivate or consume or allow to be used, possessed, cultivated or consumed on or about the Property any of the drugs mentioned in the Misuse of Drugs Act 1971 or any other controlled substances the use of which may at any time be prohibited or restricted by statute.

### **Nuisance and Noise**

3.45. Not to do or allow to be done on or in connection with the Property anything which shall be or tend to be a nuisance or annoyance to any person residing, visiting or otherwise engaging in a lawful activity in the locality.

3.46. Not to make or allow any unreasonable noise in the property between 2300 – 0800 on any day.

### **Locks & Security**

3.47. If any additional keys are made, the Licensee shall deliver them to the Licensor, together with all remaining original keys, at the end of the License to Occupy. If any such keys have been lost, the Licensee will pay to the Licensor on demand any costs incurred by the Licensor in replacing the locks to which the lost keys belong.

### **Empty Property**

3.48.To ensure that at all times when the Property are vacant, all external doors and windows are locked and/or bolted and that any alarm is activated. The Licensee shall not change the control number of any alarm without the consent of the Licensor, such consent not to be unreasonably withheld.

3.49.To ensure the property is adequately heated to prevent freezing of pipes.

### **Notices Concerning the Property**

3.50.As quickly as is practicable after receipt, to send to the Licensor any formal or legal notice or orders or other similar document delivered to the Property by a third party which relate to, or might significantly affect the Property, its boundaries or neighbouring properties.

3.51.To allow onto the Property any persons that may reasonably require such access to effect work to a neighbouring property or any boundary divide at all reasonable times provided that not less than two days' notice has been given. Where such notice is given, to notify the Licensor as soon as possible of the intended access.

PLEASE NOTE: These are the things that the Licensor agrees to do or not to do.

The Licensor agrees to the following: -

### Quiet Enjoyment

- 4.1. That if the Licensee pays accommodation charge and performs and observes the Licensee's Obligations, the Licensee shall peaceably hold and enjoy the Property during the Term without any unlawful interruption by the Licensor.

### Condition of the Property

- 4.2. To ensure that the Property is watertight on the Commencement Date and that all installations, systems and appliances are clean and in proper working order and the property is fit to be lived in

### Repair

- 4.3. The Landlord or Licensor shall keep in repair: -

- 4.3.1. the structure and exterior of the Property including the exterior paintwork, drains, gutters and external pipes;
- 4.3.2. the installations in the Property for the supply and use of water, gas and electricity and for sanitation (including basins, sinks, baths and sanitary conveniences),
- 4.3.3. the installations in the Property for space heating or heating water,
- 4.3.4. any appliances for making use of the supply of water, gas or electricity which the Licensor has provided,
- 4.3.5. any defective fixtures, fittings or furnishings which the licensor has provided, and will do in a reasonable time.

## 5. MUTUAL AGREEMENTS

It is mutually agreed as follows: -

### Insured Risks

- 5.1. The Licensee is hereby advised and understands that the personal property of the Licensee is not insured by the Landlord or the Licensor

### Forfeiture

- 5.2. If at any time during the Term;

- 5.2.1. The accommodation charge or any part of the accommodation charge shall remain unpaid for 14 days after becoming payable (whether formally or legally demanded or not); or
- 5.2.2. The Licensee does not perform or observe the Licensee's Obligations; or
- 5.2.3. if the Property shall without the consent of the Licensor be left vacant or unoccupied for more than two weeks;

then the Licensor may re-enter the Property and any belongings left in the property will be dumped.

### Service of Notices

- 5.3. The Licensor notifies the Licensee that the address at which notices (including notices in proceedings) may be sent to or served upon the Licensor is the Licensor's address as set out in Schedule 1.

- 5.4. Any Notices served on the Licensee(s) shall be sufficiently served if;

- 5.4.1. sent by ordinary first-class post to the Licensee(s) at the Property
- 5.4.2. left addressed to the Licensee(s) at the Property.

- 5.5. Any notice or other transmission sent by telex cable, facsimile transmission, e-mail or comparable means of communication shall be deemed to have been duly received on the date of transmission.

- 5.6. Any notice shall be as set out in 2.4

### Data Protection and Confidentiality

- 5.7. The landlord or licensor may share details about the performance of obligations under this Agreement by the Landlord and the Tenant; past, present and future addresses of the Parties, National Insurance numbers and Date of birth details with each other, with credit reference providers for referencing purposes and rental decisions; with Utility and Water Companies, local authority Council Tax and Housing Benefit departments, Mortgage lenders, to help prevent dishonesty, for administrative and accounting purposes, or for occasional debt tracing and fraud prevention. Under General Data Protection Regulation, you are entitled to request to see a copy of personal information held about you and to have it amended if it is shown to be correct

### Jurisdiction

- 5.8. The Courts of Northern Ireland shall have exclusive jurisdiction over this Agreement, and it shall be interpreted in accordance with the laws of Northern Ireland