Residents Terms & Conditions of Occupancy

- The Trustees undertake to carry out all repairs including internal and external decoration. Residents may wish to change the decoration and floor coverings to suit their own personal preferences at their own expense, and this should be discussed with the Trustees and the contractor should be approved by Blue House Manager before any works commence. Residents are not permitted to make structural alterations, nor are they permitted to alter the plumbing or electrical installations without prior written consent
- 2. Residents are responsible for keeping their dwellings clean and adequately heated and ventilated, including cleaning the inside of the windows and for treating with due care the fixtures and fittings installed by the Trust. Residents shall be responsible for paying for any damage caused by them to the property/fixtures & fittings, howsoever caused.
- 3. Residents are to permit reasonable access to their dwelling for regular inspection and for repairs and redecoration to be carried out as and when necessary.
- 4. The use of candles, paraffin, oil and portable gas heaters is strictly forbidden. Please consult the Blue House Manager before using additional heaters.
- 5. No excess furniture, equipment or rubbish should be stored outside the flat, or in the communal areas/corridors, this can cause a fire hazard.
- 6. Resident should not vacate their flat for more than a total of twenty-eight (28) per annum without prior consultation with the Blue House Manager and should inform the office if they will be away for more than one week at a time. Should you be away overnight it is advisable to inform the office and the Careline Centre.
- 7. Residents should occupy the property with due consideration at all times for other residents, as well as for the fabric of the property and the safety of all who live within.
- 8. The Trust has a **no smoking policy** for <u>all areas inside the building including flats</u>. Smoking is though permitted in the garden. Please dispose of all cigarette ends appropriately. Vaping or the use of e-cigarettes is not permitted in communal areas.
- 9. It is important that the names and addresses of your next of kin are supplied to the Finance and Administration officer and residents must notify them of any changes to this information promptly.
- 10. Residents may expect to continue in occupancy for as long as they can look after themselves. The Trust may consult with the next of kin, Social Services, GP, or any other appropriate organisation to access the resident's ability to continue to live in their own dwelling and to make more suitable arrangements if needed.
- 11. The trust will set aside the appointment (this means terminating their licence to occupy) of any resident who in their opinion: -
 - Persistently or without reasonable excuse either disregards the Terms and Conditions
 of Occupancy or disturbs the quiet and orderly occupation of the Blue House or
 otherwise behaves vexatiously or offensively, commits a criminal offence or:
 - Fails to pay their WMC (Weekly Maintenance Contributions) on time each month or
 - No longer has the required residency qualifications or
 - Has been appointed without having the required qualifications or
 - Is suffering from a physical or mental health condition rendering him/her unable to live independently and are thus unsuited to remain as a resident.
- 12. When it becomes necessary to set aside an appointment the Trust will give at least one month's notice in writing of their intentions following which the Trust will require and take possession of the dwelling

- 13. Visitors are not permitted to stay in an individual dwelling overnight but must use the Guest Room for which there is a reasonable charge. Please inform the Blue House office if you wish to use this facility. Visitors are subject to the same rules as contained in this document. They may not occupy the room for more than three weeks in one year.
- 14. Animals and pets are not allowed
- 15. No resident is permitted to let, or part let the possession of the dwelling or any part thereof.
- 16. The Trust reserves the right to instruct a resident at any time to vacate their dwelling or to move to another dwelling within the Blue House.
- 17. Door keys are for the sole use of the resident to whom they have been issued. A duplicate key is kept by the Almshouse Manager. Replacements must be paid for.
- 18. Weekly Maintenance Contributions (WMC) are payable monthly in advance and are reviewed annually. Failure to make regular payments and/or fall into arrears will result in the Trust setting aside the appointment. If a resident feels that their circumstances have changed, then they should contact the Finance and Administration officer.
- 19. Should a resident wish to leave the Blue House, not less than one calendar months' notice in writing must be given to the Trust. WMC'S remain payable until the date when the flat is vacated
- 20. Neither the Almshouse nor the garden may be used as a place of business, either from where to conduct business or to store items connected with running a business.
- 21. There is **no resident parking on site**. Residents should not leave a vehicle parked on site, other than for short periods for picking up or dropping off goods/passengers.
- 22. It is a condition of occupancy that a new resident should sign these Terms and Conditions of Occupancy to signify their understanding and agreement to abide by the rules of the Resident's Handbook. A copy of this will be kept on file by the Trust.
- 23. The Trust may take any such steps as they think proper in the administration of the Trust and for the residents' welfare. Any alteration will be notified in writing to residents.

I hereby accept the terms and conditions as set out in this document

Signed Dated

Witness Dated N.B. The witness must be assured that the resident understands the contents in this document

SignedDatedDated for Blue House Trustees)

Revision: DMH - January 2022