



## Temporary Accommodation: Tenant Information

On the grounds that you are homeless, you have made an application to Wycombe District Council under Part VII of the Housing Act 1996 for housing assistance and advice.

### **Our responsibility**

The Council has a contract with Red Kite Community Housing (Red Kite) to meet its legal obligations under Part VII of the Housing Act 1996 to provide you with temporary accommodation while it investigates your Homeless Application. The Council has therefore nominated you to this temporary accommodation.

Red Kite is not involved in how the Council determine your Homeless Application and our only role is to provide you with temporary accommodation.

### **Your tenancy**

The Tenancy Agreement you have with Red Kite gives you the right to live in your temporary accommodation as a non-assured contractual tenant under Section 209 of the Housing Act 1996. Your Tenancy Agreement sets out your rights and responsibilities as a tenant and our obligations as your landlord. Please take time to read your Tenancy Agreement and keep it in a safe place. It is extremely important that you do not breach the Tenancy Conditions otherwise we can take legal action against you which ultimately could result in you and any other members of your household being evicted from your temporary accommodation.

### **Your application**

Once the Council has reached its decision on your Homeless Application, they will inform you in writing.

If the Council accepts that it has a duty to provide you with permanent accommodation, your banding will be increased on Bucks Choice Based Lettings and you will normally be expected to bid for suitable properties until you are successful. We will allow you to continue to occupy the temporary accommodation until you are permanently re-housed.

If the decision reached by Wycombe District Council is that it does not have a duty to provide you with permanent accommodation because for example it considers that you are intentionally homeless or that you are not in priority need, then we will end the tenancy by serving a Notice to Quit. This Notice to Quit will give you no less than four weeks' notice to vacate the temporary accommodation and failure to do so will result in us starting eviction proceedings in the County Court.



**Your responsibility**

Please refer to the contents of our Tenant Information Pack (available on our website) for useful information on paying your rent, repairs and maintenance and when the time comes returning the keys to the property.

**Returning your keys**

You must ensure that there is absolutely no delay in handing in the keys to your temporary accommodation when your new tenancy of permanent accommodation starts.