

## Young People's Supported Accommodation Services

### Licence Agreement Procedure and Protocol

#### 1. Introduction

The key aim of the Young People's Supported Accommodation (YPSA) service is to provide intensive, evidence-based intervention to prepare Young People for sustainable independence, whilst supported in temporary, high quality accommodation.

The overarching principles that underpin the YPSA are that:

- There are no blanket exclusion criteria that would restrict access to the service.
- Termination of a license agreement due to anti-social behaviour should only ever be used as a very last resort and will always involve consultation between the Housing Provider, the YPSA Support Service, the young person's Social Worker / Leaving Care PA (LCPA) and the Brokerage team.

This document outlines the Licence Agreement procedure and protocol to be followed when the terms of licence agreement are not upheld by a young person within both in-house and commissioned YPSA services, as well as how young people should be supported and incentivised to uphold their obligations under their licence agreement by both the housing provider and support worker.

#### 2. Licence Overview

The Licence<sup>1</sup> constitutes the legal agreement between the Housing Provider and a named young person. There are a number of Providers<sup>2</sup> who deliver accommodation on behalf of the service, each using a similar Licence Agreement. The roles of the Housing Provider and YPSA Support Service are different but both parties need to work together<sup>3</sup> to support the young person to uphold the obligations of their licence agreement (see appendix 1 for example of the terms used within Response YPSA properties).

The Licence Agreement places obligations on both parties as outlined in the various sections and clauses. It is important that the Licence Agreement is explained to every young person prior to their occupation of a room. No young person can occupy a room until they have signed a Licence in the presence of the housing provider.

Given the importance of the licence and the obligations it places on the young person, no one should sign the licence unless they are accompanied by their Social Worker or LCPA (for young people that are in the care of the local authority and Care Leavers). Where a young person does not have a social worker or LCPA, they may choose to have an alternative professional<sup>4</sup>

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<sup>1</sup> Each Housing Provider will have their own licence agreement that they use for YPSA services but they will all be similar and will define what is classed as 'anti-social behaviour'.

<sup>2</sup> OCC is the landlord in the Move On Homes. All other YPSA services have a provider taking the role of landlord.

<sup>3</sup> In most cases the commissioned YPSA Support Provider is also the Housing Provider- Response is the exception to this with support delivered via Oxfordshire Youth (18-24 shared) and OCC in-house YPSA team (16/17 shared).

<sup>4</sup> Or a friend if appropriate and practical.

that is working with them present at the License Agreement meeting (see appendix 3 for YPSA entry and sign up process).

As part of the process when signing the Licence, the process for when the terms of the Licence are not upheld must be clearly explained to both the young person signing the Licence and their Social Worker/ Leaving Care Personal Advisor (or other person present), along with the implications of this. Young people should be offered the opportunity to offer insight into any areas of the Licence Agreement obligations that they may find challenging, as well as how they can be supported and incentivised to achieve upholding the terms.

### 3. Incentivising Young People to Uphold Licence Obligations

Young people may be living away from home for the first time and many will struggle to uphold the obligations of their licence agreement. Young people accessing the YPSA have been identified as requiring support to strengthen their independent living skills, which will include being supported to adhere to the obligations of a Licence Agreement.

Young people should be encouraged and rewarded for achieving success at upholding their Licence Agreement obligations and supported when issues arise. Both Housing Provider and YPSA Support Service should support the young person upon arrival into the YPSA service to identify particular areas of the Licence obligation that they may find challenging to uphold and support them may need to do this, with this information captured during the Licence Agreement sign-up and as part of completion of the YPSA 'Welcome Pack'.

When young people move into a property, they should be asked about the types of things that they would find supportive, encouraging and motivational to support them to achieve the obligations of their Licence Agreement and to be a good housemate. Whilst it is recognised that there may be things identified that are not possible for the Service/ worker to offer, it is important for the young person and worker to negotiate what may be possible and for the Housing Provider and YPSA Support Service to maintain the boundaries of the agreed incentivisation plan. Both Housing Provider and YPSA Support Service have a role around incentivisation and praise to motivate young people.

Examples of incentivisation approaches may include<sup>5</sup>:

- Take away/ food
- Room/ house competition
- Praise from worker or manager (written or verbal)
- Positive activity (individual or with a group)
- Quality time with their worker
- Something they want from their wish list (within limits!)
- Additional privileges
- Voucher

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<sup>5</sup> As part of the YPSA service funding, some money was included for access to positive activities, purchase of resources etc. so this may be the budget provider's use to meet the cost of incentivisation activities. Providers need to work out what they could offer/afford and for individuals there may be specific things agreed between professionals around who will pick up the cost, recognising how the potential cost/resource implications of property repairs and evictions will offset this.

## 4. Supporting Young People to Uphold Licence Obligations

The majority of young people accessing the YPSA will have experienced trauma, adverse childhood experiences (ACEs) and have a range of needs, so this needs to be taken into consideration in the approach taken by professionals when licence obligations are not upheld, to support a young person to make different choices in the future. Ultimately, the service wants to equip young people with sustainable independent living skills to move on from the service and uphold their own private tenancy. The Housing Provider will have a key role when there are incidents of anti-social behaviour (ASB) (see appendix 2 for ASB definition and examples used by Response for their YPSA properties). The YPSA Support Service has a key role in supporting young people to make positive choices, take responsibility where challenging situations/ behaviours arise and develop strategies to avoid future difficulties, which may include access to additional support.

Following an incident where the obligations of the young person's Licence are not upheld, it is very important that the young person is supported to:

- Understand why they have not upheld the obligations of their Licence
- Take responsibility for the choices they have made
- Agree what they can do and others can do, to support them with upholding their Licence obligations for the future.

Professionals working with the young person will have a short planning meeting to agree the actions that need to be taken with the young person and when a meeting can be held for the young person to complete the **Personal Responsibility Action Plan (PRAP)** (see YPSA webpage for a template which can be used for this). The PRAP will include a timeframe for review so that progress can be monitored, the PRAP updated as required or closed once completed with Licence obligations sustained.

The term '**warning**' will not be used by staff as this can be triggering for young people and there will **not** be a defined number of PRAP's a young person can have, in recognition that young people's support needs vary considerably, so the approach needs to be flexible in response to this. However, each PRAP meeting does need to be formally conducted, recorded for all parties and be fair and proportionate. Where there is disagreement between professionals at the PRAP planning meeting about the resulting action, then decision-making will be escalated.

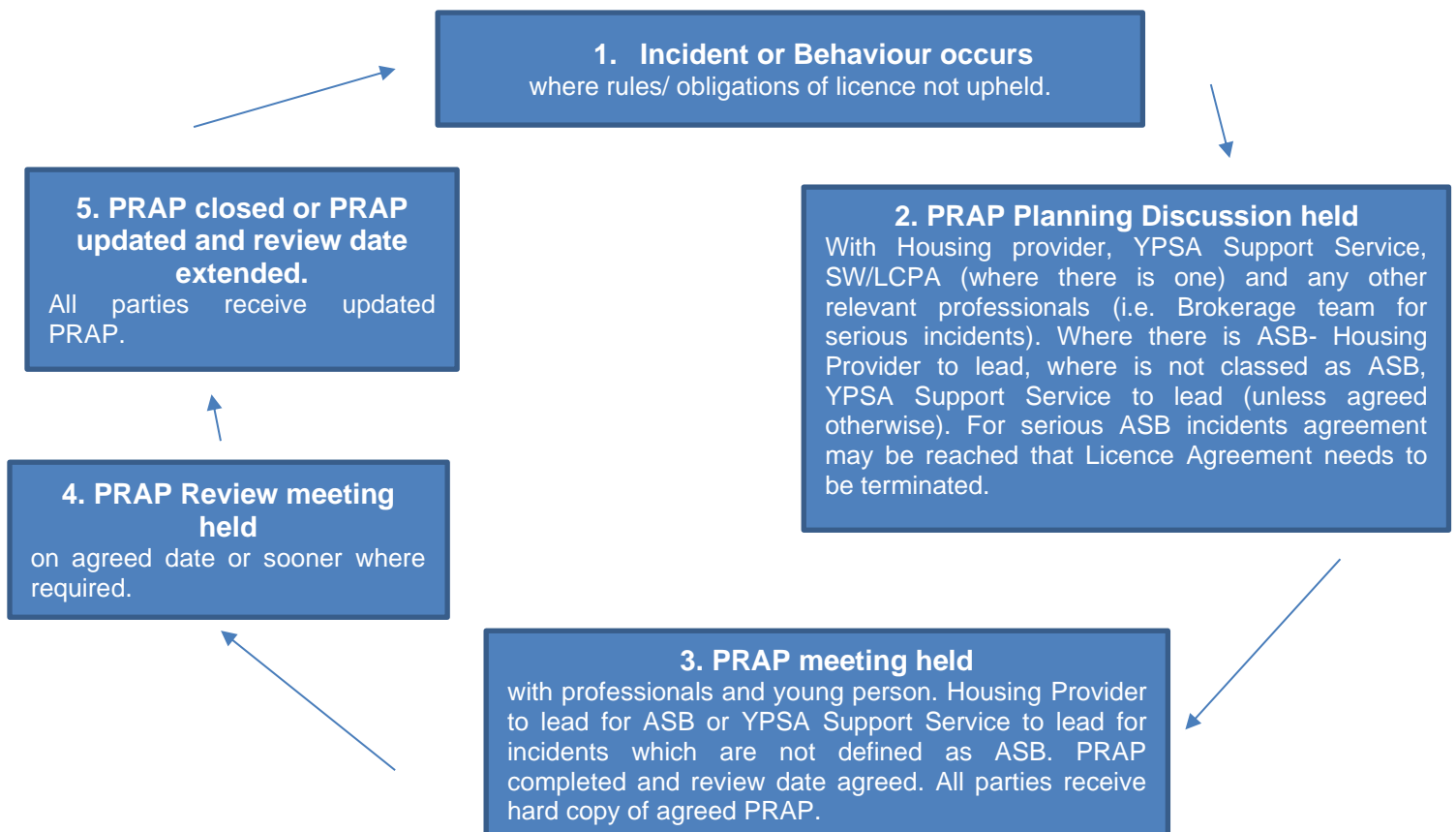
Where there has been ASB, this process will be led by the Housing Provider and where it is not ASB, the Housing Provider may be involved but the meeting will be led by the YPSA Support Service. Where there is a LCPA/Social worker, they will be involved in the outlined meetings as required.

Below are some examples of support/ restorative measures which may need to be considered as part of a PRAP:

- House meeting
- Restorative meeting
- Payment plan agreed for property damage
- Referral to another organisations
- Apology

- Work around actions and consequences and new strategies/ behaviours
- Review of risk management/support plan
- Additional CCTV
- Additional staff support
- Staff property drive by
- Police presence/involvement
- Activities to build relationships

#### 4.1 PRAP process



## 5. Process and Procedure for Ending a Licence

Where PRAPs relating to ASB have been conducted and there is evidence that the young person is unable to uphold the obligations of their licence agreement and is presenting risks to themselves and others, a Licence may need to be terminated. Wherever possible young people will be given 28 days' Notice that their Licence to occupy will be withdrawn. In most cases this will be at the point at which all other options have been exhausted. However, in extreme circumstances the Housing provider reserves the right to terminate the Licence with immediate effect; these include where the **Licensee has assaulted staff or other young people sharing the accommodation or engaged in serious criminal activity.**

In all cases where Notice is issued with immediate effect, the most senior available manager within the Service must authorise the Notice. They must inform the Social Worker/Personal

Advisor and the Brokerage team of their decision to issue the Notice to the young person. In the absence of the Social Worker/Personal Advisor their team manager must be notified. For 16/17 year old YPSA provision, the REoC Service Manager and YPSA Area Manager must also be notified.

## 6. Appendices

### Appendix 1- Example<sup>6</sup> of Young Person's Licence Agreement Obligations

#### **The Resident's obligations as stated in the licence agreement are:**

- To pay the Licence Charge (where required) in advance on Monday each week.
- To move to another room if required to do so by the Organisation.
- To take up immediate use of the Room and to use the Room and House for residential purposes only and not to operate or allow to be operated a business from or in the Room or House.
- Not to do anything, or cause, allow or permit anyone, including visitors to do anything which may cause a nuisance, annoyance or inconvenience to other people in the House or neighbourhood or their family or visitors or any of the Organisation's staff, contractors or agents.
- Not to cause or commit, or allow anyone visiting you, including children, to cause or commit any form of nuisance or Anti-social behaviour or harassment, including but not limited to:
  - harassment on any grounds, including age, disability, gender reassignment, race, religion or belief, sex, sexual orientation, marriage or civil partnership;
  - Violence or threats of violence;
  - Abusive or insulting words or behaviour;
  - Causing damage or threatening damage; Offensive drunkenness;
  - Causing damage to or threatening to damage property belonging to another person including damage to any part of a person's home;
  - Writing graffiti and in particular graffiti which is racist, abusive, threatening or insulting;
  - using or allowing your room or any part of the home to be used for any illegal or immoral activity including prostitution, dealing or using prohibited drugs, or handling stolen goods; and
  - Playing ball games close to other residents' homes, or in communal or garage areas, in such a way that is likely to cause damage or which could constitute a nuisance and/or annoyance to neighbours.
- Not to use the House or the Room or cause, allow or permit them to be used for illegal or immoral purposes.
- Not to use record players, radios, tape recorders, televisions, amplifiers, loudspeakers or musical instruments of any kind in a way that will annoy people and not in any event so that they can be heard outside the Room between the hours of 11.00 pm and 8.30 am.
- Not to keep any animals at the House or Room without the prior written agreement of the Organisation.

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<sup>6</sup> Example used by Response, other YPSA providers will have their own version which will have similar content.

- To keep the interior, the furniture / fittings of the House and the Room in good and clean condition, and not to leave personal belongings in any communal areas.
- To make good any damage to the House or Room or the Organisation's fixtures, fittings or furniture caused by the Licensee or any invited visitor to the House and to pay any costs incurred by the Organisation carrying out such works in default. Fair wear and tear expected.
- Not to remove or make any alterations to the House or Room or any fixtures, fittings or furniture provided by the Organisation.
- Not to give the key(s) to anyone else nor to make a copy of the key without prior permission of the Organisation and to pay for the cost of replacing lost keys.
- Not to leave open or prop open any fire doors.
- Not to smoke in any communal areas or the Room.
- To report to the Organisation, promptly, any disrepair or defect for which the Organisation is responsible in the structure, exterior or interior of the House or in any installation therein or in the common parts of the House, or any disrepair or defects in the fixtures, fittings or furniture.
- Not to take in any lodger or allow anyone else to live in the Room or House.
- To comply with any health, safety or fire instructions, given by the Organisation and not to engage in conduct which is likely to endanger the health or safety of any residents of the House.
- To occupy the Room on a regular basis and in any event at least 5 days per week and to inform the Organisation if the Licensee will be away for two consecutive nights or more.
- The Licence does not grant exclusive possession of the Room to the Licensee and accordingly the Organisation has a right to enter the Room at any time though it will seek to exercise such right sensitively.
- Not to bring, keep, consume or use any illegal substance in the Room or House.

## Appendix 2- Anti Social Behaviour (ASB)<sup>7</sup>

The ASB Crime & Policing Act 2014 defines 'ASB' as conduct:

- That has caused, or is likely to cause, harassment, alarm or distress to any person; or that is
- Capable of causing nuisance or annoyance to a person in relation to that person's occupation of residential premises; or that is
- Capable of causing housing related nuisance or annoyance to any person.

Response adopts this definition.

Examples of ASB are listed below:

- Harassment
- Loud music
- Violence, threats of violence or abusive behaviour
- Damaging property
- Criminal activity
- Abuse of staff

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<sup>7</sup> Example used by Response, other YPSA providers will have their own version which will have similar content.

- Hate behaviour that targets members of identified groups because of their perceived differences
- Domestic abuse

### **What is not ASB**

Sometimes the residents report certain types of behaviour as harassment or behaviour that causes them nuisance or annoyance. Response will not treat the following reports as ASB. Response work within a legal framework and these types of behaviours are not suitable or appropriate for enforcement action.

- Cats roaming or fouling
- Potent cooking smells
- People staring / giving 'funny' looks
- People being rude, unreasonable or disagreeable
- Isolated / one off reports of swearing / bad language
- Feeding birds
- Disputes using social media (such as Facebook, Twitter) unless it amounts to harassment.

<b>Level</b>	<b>Detail</b>	<b>Response Time</b>
1. High risk / urgent	This will apply where there is a serious risk to the complainant so will include race / hate crime, threats or use of violence.	1 working day
2. Medium risk / persistent nuisance	This will apply where there is no immediate risk to the complainant and will include noise complaints and general nuisance.	Within 5 working days
3. Low to no risk / non -urgent	This will include issues arising from clash of lifestyle and other ASB such as neighbour disputes where there is no independent evidence, unlikely to cause harm in the short term. It will also include one-off incidents where there is not enough evidence to show a nuisance exists at all. Most incidents judged to be low to no risk will be recorded only. Mediation can be offered but it is unlikely there will be any further action.	Within 10 working days
4. Anonymous complaints	Generally, these will be recorded for information only as we may not be able to gather all the evidence needed. In the event of serious allegations, where there are safeguarding or other such issues of concern, we will involve other partners in order to take appropriate action.	Within 10 working days

## Appendix 3- Young People's Supported Accommodation Services Entry and Sign Up Process

