

# Lease your property through Lewisham Council



## About private sector leasing (PSL)

Through PSL, you lease your property to us for three–nine years, and we become your tenant. We let these properties to homeless families in need of long-term accommodation.

If your property is eligible for the scheme, we will pay your rent in advance and directly for the length of the lease, whether there are tenants in your property or not.

We will provide a full housing management service: nominating the tenants, collecting the rent and dealing with all the tenants' queries. When the lease ends, your property will be returned to you vacant and in good condition (apart from reasonable wear and tear).

## About private managed accommodation (PMA)

Through our PMA scheme, we also lease residential properties for three–nine years and let them to homeless families. The difference between PMA and PSL is that you will fully manage the sub-tenancy, including dealing with repairs and any tenancy issues. On top of the rent, you will be paid up to £45 a week for providing this service.

If your property is eligible for the scheme, we will pay you rent in advance and directly for the length of the lease, whether there are tenants in your property or not.

This scheme is only for large portfolio landlords or managing agents. You can lease your property to use through PMA if it is within 90 minutes of the Lewisham borough.



## What the benefits are to you

If you lease your property to us, you will get:

- a fixed-term lease of three–nine years
- guaranteed rental income for the lease period, even if the property is empty
- rent paid in advance
- no introduction or admin fee for renting your property
- professional property management service
- a one-off monetary incentive at the start of the lease.

## What rent you will get for your property

The rent your property attracts depends on several factors such as bed size, location (inner/outer) and proximity to local facilities.

## What type of property we're looking for

At the moment, we are mainly looking for unfurnished properties with two, three or four bedrooms. However, this could change over time. Under the PMA scheme, we consider properties up to 90 minutes from the borough.

## What we expect from you

To rent your property to us, you should have:

- an energy performance certificate
- valid and satisfactory gas safe certificate
- valid and satisfactory NICEIC electric certificate
- a valid HomeCare 200 boiler and heating repair contract or equivalent
- current building insurance schedule/  
breakdown of service charges from freeholder showing building insurance
- consent from the lender
- proof of ownership (land registry title)
- fitted smoke alarms at each floor level in hallways
- bank details for the account where you would like to receive payment
- authorisation from the owner of the property if you are an agent acting on behalf of the landlord
- property that conforms to Lewisham property standards.

## What happens when the lease comes to an end

At the end of the term of the lease agreement, it automatically continues until we or you give notice to terminate it. It is our responsibility to return the property to you with vacant possession at the end of the lease.

We will continue to pay the agreed rent until we can return the property to you with vacant possession.

## Responsibility for repairs while the property is leased

We will carry out minor repairs for the life of the lease. You are responsible for all internal and external structural repairs and any insured risks.

## Responsibility for bills

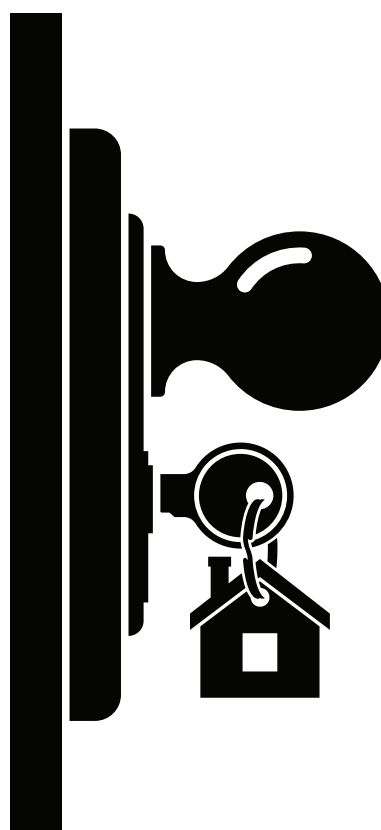
The tenants living in the property will be responsible for all council tax, water and fuel bills.

## Getting legal advice

You do not need a solicitor when you sign the lease, but the lease is a legal document so you can consult a solicitor if you are unsure.

## Find out more

For more information, call 020 8314 6733 or email [psl@lewisham.gov.uk](mailto:psl@lewisham.gov.uk).





**THIS LEASE** is made on the                      **day of**    **2013**

**BETWEEN:-**

- (1)    of  
(hereinafter called the “Landlord”); and
- (2)    **THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF LEWISHAM** of the Town Hall, Catford Road, Catford, London SE6 4RU (hereinafter called the “Tenant”)

**NOW THIS AGREEMENT WITNESSES** as follows:-

**1. DEFINITIONS AND INTERPRETATION**

Throughout this lease including the schedules the following words and expressions shall have the following meanings:

- 1.1    “Property” means the dwelling house or flat known as,
- 1.2    “Term” means three (3) years commencing on **1st** day of    **2013**
- 1.3    “User” means as a dwelling for the provision of temporary housing accommodation in accordance with the provisions of paragraph 6 of Schedule 1 of the Housing Act 1985 or any statutory amendments of the same. For the avoidance of any doubt any tenancy entered into with a sub-tenant by the tenant will be a non-secure sub-tenancy for the purpose of providing temporary housing accommodation as stated above.
- 1.4    “the Installations” mean the gas and electrical installation and any cooking apparatus within the property
- 1.5    “Insured Risks” means fire, lightning, explosion, damage or impact caused by aircraft (including articles dropped therefrom) subsidence, land slip, heave, riot, civil commotion, malicious persons, earthquake, storm, tempest, flood, escape of water from bursting or overflowing water pipes, tanks, sprinkler systems or other apparatus, the breakage or collapse of communication aerials, falling trees, the escape of oil from a heating system or other apparatus and accidental damage together with such other risks as the landlord shall from time to time reasonably deem it prudent to insure against or that the tenant shall reasonably require.

- 1.6 “Schedule of Condition” means the schedule of condition of the property as annexed to this lease incorporating the Inventory and Property Standard Survey.
- 1.7 “Rights” means the rights granted to the tenant as set out in the second schedule to this lease.
- 1.8 “Exceptions and Reservations” means the rights reserved to the landlord as set out in the third schedule to this lease.
- 1.9 “Building” means the building known as .....in which the property is located.
- 1.10 “Sub-tenant” means any person or persons (if applicable) with whom the tenant enters into a sub-tenancy in accordance with the user and clause 1.3 of this lease.
- 1.11 “Common Parts” means the interior common parts and the exterior common parts together
- 1.12 “Interior Common Parts” means the entrance halls landings lifts staircases passages toilets kitchens and other areas within the building provided for the common use and enjoyment of the tenant, sub-tenant and all other occupiers of the building
- 1.13 “Exterior Common Parts” means any communal gardens, bin areas, storage areas together with all pedestrian and vehicular ways and forecourts giving access to the building which are provided for the common use and enjoyment by the landlord, the tenant, sub-tenant and all other tenants of the building and all other persons expressly or impliedly authorised by them save for when they are closed for repair or in the case of an emergency.
- 1.14 Throughout this lease;-
- 1.14.1 Words importing the masculine gender only shall include the feminine and neuter gender where appropriate;
- 1.14.2 Words importing the singular number only shall include the plural number and vice versa;
- 1.14.3 Where a party comprises more than one person, the covenants and obligations entered into by that party are to be construed as having been made by all such persons jointly and severally;
- 1.14.4 Any reference to any statute shall (unless otherwise stated) include any re-enactment, consolidation and/or renewal thereof for the time being in force and any references to any statute or statutes in general shall include any order, instrument, plan, regulation, permission or direction made or issued thereunder or deriving validity therefrom.



- 3.3.2 any outbreak of dry or wet rot or any rising or penetrating damp at the property no matter howsoever it arose or was caused except in so far as any such outbreak or damp is caused by any act or default of the tenant or anyone at the property expressly or by implication with the tenant's authority; or by
- 3.3.3 damage caused by an insured risk ; or
- 3.3.4 any repairs or other works for which the landlord is liable under clauses 4.2, 4.4, 4.5, 4.6 and 4.14 of this lease; or
- 3.3.5 Landlord's fixtures and fittings listed in the First Schedule to this lease have been taken into account in the rent and therefore are written off over the term of the lease. The tenant nor any sub-tenant or visitors to the property can be held responsible for or be liable for any damage caused to or be liable for the replacement of such items and they will therefore not be repaired replaced renewed or reinstated by or at the expense of the tenant or any sub-tenant or visitor to the property at the end of the term or on the earlier determination of this lease.

and also PROVIDED THAT

(i) The tenant shall not be liable by virtue of this sub-clause to keep the property or the landlord's fixtures and fittings in a better state of repair than is evidenced by the Schedule of Condition and at the end of the term or on the earlier determination of this lease. The tenant will surrender and yield up the property with vacant possession thereof in a state and condition consistent with the proper performance of the tenant's obligations under this lease but in no better condition than is evidenced by the Schedule of Condition.

(ii) The tenant shall not be required to redecorate the premises at any time during the term or on the earlier determination of the term to any greater standard than as evidenced by the Schedule of Condition.

(iii) The tenant shall not be liable for any damage, damages, costs, claims, expenses or other sums incurred by the landlord at any time during the term which are the direct or indirect result of latent defects at the property including for the avoidance of doubt any defect due to the defective design of the property or defective workmanship in relation to any works carried out to at or in the property at any time including any period before the commencement of this lease.

(iv) For the avoidance of doubt the tenant hereby confirms that if damage is caused maliciously to the property or as a result of the misuse of the property by a sub-tenant or visitor to or at the property with the sub-tenant's permission and there is clear and irrefutable evidence of the same then the tenant, at all times during the term

acting in its sole discretion, may decide to pay a sum to the landlord of up to a maximum of one month's rent to the landlord as compensation. Such sum to be paid if required in the reasonable opinion of the tenant as soon as reasonably practicable after the end or earlier determination of the term.

(v) If the cost of the repairs required to the premises exceeds the sum set out in sub-clause 3.3 above then the landlord will at all times during the term be solely responsible for paying the total amount of the costs which exceeds the said sum. The amount by which the total cost of the repairs exceeds £500 will be deducted from future rental payments to the landlord in such amounts as the tenant shall consider appropriate.

- 3.4 To ensure that any garden at the property is kept in a clean and tidy manner.
- 3.5 To inform the landlord within seven (7) days or as soon as is practicable of the tenant becoming aware of any damage to the structure or exterior of the property or any other parts of the property which the landlord is liable to repair in accordance with the terms of this lease.
- 3.6 To permit the landlord and the landlord's duly authorised agents upon giving four days prior written notice to the tenant, to enter upon and examine the condition of the property at all reasonable times together, if deemed necessary by the landlord, with such operatives and plant and equipment as may be needed to execute repairs on at or to the property and to any adjoining premises belonging to the landlord provided that the property will be reinstated as soon as possible thereafter to the reasonable satisfaction of the tenant .
- 3.7 To include the property under it's annual LGSR (Landlord Gas Safety Record) gas safety inspection programme for each year of the term.
- 3.8 To notify the landlord verbally or in writing if the maintenance contractor is of the opinion that the gas boiler is beyond economic repair and the approximate cost of renewal.

#### **USE/SUB LETTING OF THE PROPERTY**

- 3.9 Not to assign, part with or share possession of the whole or part of the property SAVE as set out in sub-clause 1.3 of this Lease.
- 3.10 To use the property at all times during the term for the user only.
- 3.11 To ensure that any sub-tenant uses the property for residential purposes only and does not use the property for any illegal or immoral purpose or carry out any form of business at or in the property.
- 3.12 Not to make any structural alterations or additions to the property save only as permitted by sub-clause 3.13 of this lease.

- 3.13 Not to make any internal non-structural alterations to the property without the prior written consent of the landlord (such consent not to be unreasonably withheld or delayed).
- 3.14 Not to make any alteration to the structure of the property whatsoever.
- 3.15 To permit the landlord during the three months immediately preceding the determination of this lease to affix and retain without interference upon any part of the property a notice for the sale or re-letting of the same and during the said three months to permit persons with written authority from the landlord to view the property by appointment at the sole discretion of the tenant and any sub-tenant living at the property.
- 3.16 To keep the landlord's fixtures and fittings (other than those listed in the First Schedule hereto) in good and tenable repair, fair wear and tear excepted and to make good all damage thereto arising otherwise than from damage by an insured risk or reasonable and proper use.
- 3.17 To comply with the lawful requirements of any statutory or other competent authority save insofar as such requirements are the responsibility of the landlord under the terms of this lease.
- 3.18 To ensure that any sub-tenant does not cause any nuisance or annoyance to the landlord, its agents, staff or any of its other tenants or the owners and occupiers of adjoining premises PROVIDED THAT if the landlord provides substantive evidence that the sub-tenant or any other authorised occupant of the property is causing a nuisance or annoyance to the landlord, its agents, staff or tenants or the occupiers of any adjoining premises then the tenant will use its reasonable endeavours to evict the sub-tenant or occupant from the property.
- 3.19 If at the expiry of the term the tenant is unable to provide the landlord with vacant possession of the property as a sub-tenant is still living at the property then the tenant shall continue to pay the rent and any other sums due under this lease to the landlord at the times and in the manner aforesaid until such time as the tenant is able to provide the landlord with vacant possession of the property. For the avoidance of doubt this lease will continue until determined in accordance with the terms of this lease but for the avoidance of doubt any period of extension as referred to above shall not last longer than the period which is six (6) calendar months from the end of the term.

#### **4. LANDLORD'S COVENANTS WITH THE TENANT**

The landlord covenants with the tenant as follows:-

#### **FINANCE**



- 4.1 To pay all existing and future taxes assessments and outgoings imposed or charged upon the property other than those to be borne by the tenant under the terms of this lease.

### **REPAIRS**

- 4.2 To comply with all existing and future legislation and all obligations imposed therein regarding the use and occupation of the property for the user and for the avoidance of doubt the landlord and the tenant hereby agree that such legislation includes (but not on an exhaustive basis) planning law, building regulations, the safety of gas and electrical equipment or appliances, environmental health law and all aspects of health and safety legislation.
- 4.3 To fully indemnify the tenant against all actions claims demands costs and expenses of whatever nature which may be brought made or incurred by the tenant at any time during the term in consequence of landlord's failure to comply with the terms of this lease.
- 4.4 At all times during the term to:-
- 4.4.1 Keep the structure (including any integral fixtures and fittings such as windows, doors and handles & hinges), roof and other exterior parts of the property (including boundary walls whether interior or exterior) and any load bearing compartmental or separating walls within the building in good and proper repair at all times during the term.
- 4.4.2 Keep the common parts (if any) of the building including the drains, gutters and external pipes and the lifts (if any) serving the property in good and proper repair at all times during the term. If the said common parts are not the responsibility of the landlord, the landlord to use all his/her reasonable efforts to ensure that such areas are maintained repaired and renewed by the owner of the freehold of the building or the management company responsible for managing the building or the superior landlord (if any).
- 4.5 At all times during the term at its sole cost to repair, replace, renew or reinstate any items listed in the schedule which are damaged broken or destroyed during the term.
- 4.6 To carry out any repairs for which liability would be imposed upon the landlord by the Landlord and Tenant Act 1985 section 11 notwithstanding the provisions of section 14 of that Act if it applied to this lease.

### **PROVIDED THAT**

- (i) If the landlord fails to carry out its responsibilities under clause 4.4 of this lease after receiving reasonable notice from the tenant and do any works or repairs required in accordance with the said clause then the tenant shall be entitled to suspend rent or carry out all necessary works or repairs needed

to the property in its reasonable opinion and all costs incurred by the tenant in carrying out the said works or repairs shall be immediately repayable by the landlord to the tenant and shall be treated as a debt owed to the tenant by the landlord or by way of making deductions from future payments of rent as the tenant at its sole discretion shall decide. The tenant is also entitled to reasonable administrative costs in addition to the debt owed.

(ii) If any works or repairs required in relation to emergency repairs, urgent repairs and routine repairs (as defined below) are needed to the property then the tenant, after taking all reasonable steps to inform the landlord of the same and in the absence of being able to contact the landlord or obtaining a prompt response appropriate to the level of urgency from the landlord, shall be entitled to carry out the said repairs to protect the property from further damage or deterioration and to keep it in a habitable condition, and for the avoidance of any doubt in the event of the tenant carrying out any such works or repairs above the tenant shall be entitled to recover all proper and reasonable costs incurred by it in doing so from the landlord as a debt or by way of making deductions from future payments of rent as the tenant at its sole discretion shall decide. The tenant is also entitled to reasonable administrative costs in addition to the debt owed.

“Emergency Repairs” means repairs needed to the property as a result of damage caused by the total loss of electricity, gas or water supply, flooding, severe storm damage, blocked or ruptured drains or any other defect with or repair needed to the property which would put the health safety or security of the tenant, the sub-tenant or anyone else staying at or visiting the property in immediate risk or danger or which would adversely affect the structure of the property, making the property uninhabitable by the tenant or the sub-tenant. Such repairs are to be carried out by the landlord or their agent within 24 hours of being made aware save for in instances where the failure of the electricity, water or gas supplies requires work to be carried out by the relevant utility company to the property in which case such work must be done before the landlord or his/her agent can carry out any works to or at the property which are required in order to restore the relevant supply.

“Urgent Repairs” means repairs needed to the property as a result of a partial loss of electricity, water, or gas supply, rotten floorboards or stair treads, defective overflows, minor electrical faults, roof leaks, blocked gutters or severe dampness or such other defects which in the opinion of the tenant should be classed as such repairs, these repairs must be carried out by the landlord or his/her appointed agent within 5 working days from the date on which the landlord is made aware that they are required to the property by the tenant.

“Routine Repairs” means repairs needed to the property which need to be carried out to it but do not prevent the tenant, the sub-tenant or any visitors from staying at or visiting the property, such repairs must be carried out by the landlord or his/her appointed agent within 10 working days or as

agreed with the tenant from the date on which the landlord is made aware that they are required to the property by the tenant. Such repairs will include but not be limited to repairs to external walls, fences and paths, walls, brickwork, slates/tiles, plaster, repairs to gutters, the renewal of baths, showers/cubicles, basins, toilets and down pipes and the cutting, pollarding and removal of trees and shrubs.

4.7 To insure and keep the property and all parts of the building (if any) insured as long as the landlord owns the freehold of the building against loss or damage caused by insured risks in the full reinstatement value of the building and the property and to produce to the tenant upon demand a copy of the policy of insurance and the receipt or receipts for the premiums in respect thereof and to expend all monies received by virtue of such insurance in rebuilding and reinstating the building and the property or (as the case may be) replacing the landlord's fixtures and fittings so damaged or destroyed and to make up any deficiency out of his own monies.

4.7.1 If the landlord does not own the freehold of the building then the landlord is to use all reasonable endeavours to ensure that the owner of the freehold of the building or any management company appointed by them to manage the building or any superior landlord does keep the building including the property insured at all times during the term in the full reinstatement value of the same.

4.7.2 An insurance policy complies with the terms of this clause if:-

4.7.2.1 It is effected in the name of the landlord or superior landlord and in the names of such other persons interested in the building and the property as the landlord shall from time to time consider appropriate;

4.7.2.2 It provides cover against loss or damage to the property by any of the insured risks to the extent that such cover is for the time being available for property of the type of the building and the property;

4.7.2.3 The sum insured includes an appropriate percentage of the rebuilding costs for all professional fees which will be incurred in rebuilding or reinstating the building destroyed or damaged by an insured risk and for two year's loss of rent.

4.7.2.4 It is effected at an insurance office of good repute which is also a member of the Association of British Insurers.

4.8 That the tenant shall peacefully hold and enjoy the property during the term without any interruption by the landlord or any person rightfully claiming under or in trust for the landlord.

4.9 That all necessary consents and permissions relating to the grant of this lease and the use of the property in accordance with the user have been obtained from the landlord's insurers and any mortgagee or other person who has an interest in the property.

#### 4.10 **MAINTENANCE**

4.10.1 On or before the date hereof to enter into contracts (the "Maintenance Contracts"), if not already existing, for the regular maintenance and servicing of the space and water heating systems serving the property and the other gas and electrical installations within the property ("the Installations") and at the landlord's sole expense to maintain such contracts and make all payments due thereunder throughout the whole of the term.

4.10.2 To ensure that the maintenance contracts, if not already entered into, which will be entered into by the landlord are on such terms and in such form as the tenant shall reasonably specify and be with contractors previously approved by the tenant (such approval not to be unreasonably withheld or delayed) and the landlord hereby irrevocably authorises the tenant who shall act reasonably) to instruct the contractors under the maintenance contracts to undertake any maintenance servicing or repair works to the Installations which may be required from time to time in accordance with the appropriate legislation PROVIDED THAT any such works will be carried out entirely at the cost and expense of the landlord (save only to the extent that such costs and expenses are the responsibility of the contractors under the Maintenance Contracts) and the landlord agrees to fully indemnify the tenant against any costs, expenses or other sums which the tenant may incur as a result of such maintenance.

4.10.3 If the landlord has already entered into maintenance contracts before the date of this lease then the following shall apply:-

(i) The landlord shall on or before the date of this lease provide the tenant with full details of the contractor or contractors he has entered into the maintenance contracts with, including providing the tenant with copies of the said contracts and proof that they have each been fully paid for by the landlord.

(ii) If any of the maintenance contracts expire or are brought to an end by the relevant contractor at any time during the term then the landlord shall use its best endeavours to enter into a new maintenance contract for the service required with a contractor previously approved in writing by the tenant (such approval not to be unreasonably withheld or delayed) on or before the expiry of the existing contract. If this is not possible then the landlord shall use its best endeavours to enter into a new maintenance contract for the service required with a new contractor as soon as possible after the expiry or termination of the existing contract.

4.10.4 To provide the tenant with copies of the maintenance contracts at least once in every calendar year.

4.10.5 To maintain repair renew and keep the Installations in good working order at all times during the term but only to the extent that such maintenance, repair and renewal is not actually carried out under the maintenance contracts.

4.10.6 that:-

- (i) the Installations have been serviced by a properly qualified person within the period of three months before the start of the term.
- (ii) The gas contractor is Gas Safe registered and that any electricity contractor has been approved by NICEIC or such other regulatory bodies which replace them respectively and at its sole expense to provide the tenant on or before the commencement date of this lease with a valid Gas Safety Certificate (LGSR), a valid Electricity Safety Certificate and an Energy Performance Certificate PROVIDED THAT if the Installations have not been serviced within the period of three months before the start of the term or if the landlord does not have any valid certificates as mentioned in sub-clause 4.10.6 (i) above then the landlord shall pay for and obtain the said certificates from one of the contractors contained in the list of approved contractors obtainable from the tenant 's building services department
- (iii) To carry out the ongoing maintenance, repairs and supply of a 3 star cover policy or equivalent
- (iv) That the tenant will automatically deduct the cost of the annual inspections from the rent on or before the anniversary of the current Gas Safety Certificate (LGSR) plus reasonable administrative costs.
- (v) (a) Within 7 working days from the tenant's notification in clause 3.8 above to renew the boiler using his own "Gas Safe" registered contractor  
(b) the new boiler meets industry standards including energy efficiency and has a built in programmer and that existing radiators are upgraded with thermostatic valves where necessary.
- (vi) The landlord's contractor completes the benchmark commissioning checklist and LGSR (Landlord Gas Safety Record) which must be retained at the property and that a copy is forwarded to tenant for its records
- (vii) Landlord shall arrange for it's contractor to inspect, carry out the work and issue a satisfactory LGSR (Landlord Gas Safety Record) PROVIDED THAT it is agreed that If the work is not completed within 7 days, the tenant reserves the right to notify the landlord that the tenant will be immediately arranging for the gas boiler to be renewed and in that event the cost of renewal shall be automatically deducted from the rent and that "Notify" shall be deemed to mean by post, fax or email. This will also incur reasonable administrative costs, which the tenant will be entitled to.
- (viii) To provide the tenant with a valid Energy Performance Certificate in the appropriate form on or before the start of the term.

- 4.10.7 To observe and perform the covenants and conditions of any head lease (if any) and where not obliged to do so under the terms of any head lease then to procure compliance of the obligations under any superior lease (if any).
- 4.10.8 To keep any gardens forming part of the building, if it is the landlord's responsibility to do so or if not to ensure that the owner of the freehold of the property or the management company or the superior landlord will do so and if applicable to keep any garden at the property tidy at all times during the term and to keep all hedges and grass at the property regularly trimmed and cut.
- 4.10.9 To repair, renew or replace any of the furniture or furnishings which have become unusable due to fair wear and tear, defect or bad workmanship at any time during the term
- 4.10.10 To remedy any outbreak of dry or wet rot, or any rising or penetrating damp which occurs at the property at any time during the term whether such rot or damp arises from leaks penetration or failure of the damp proofing membrane at the property.
- 4.11 That the property complies with all applicable legislative fire safety standards and that it contains fitted and fully operational smoke detectors both as at the date of this lease and that it will do so at all times during the term.
- 4.12 That all electrical and gas installations in on or at the property have been tested prior to the commencement of this lease and comply with current standards dictated by the relevant legislation.
- 4.13 That there are no outstanding taxes or service bills in relation the property as at the commencement of this lease.
- 4.14 To be responsible for remedying any repairs to the property required at any time during the term (notwithstanding that such repairs might otherwise be the responsibility of the tenant under the provisions of this lease) from the date of this lease SAVE for any repairs resulting from the act or default of the tenant or anyone at the premises expressly or by implication with the tenant's authority.
- 4.15 That two full sets of keys to the property have been handed over to the tenant on or before the date of this lease.

## **5 PROVISOS.**

The landlord and the tenant hereby agree that :-

## **LEASE RENEWAL**

- 5.1 It is hereby agreed that the lease shall only be renewed PROVIDED The landlord reinstates the property to comply with Lewisham Council's property standards at the landlords own costs. Where the property is tenanted on the lease renewal date the landlord agrees and declares to carry out the reinstatement works when the property next becomes void solely at their cost.

## **FORFEITURE OF LEASE**

- 5.1.1 If the rent hereby reserved or any part thereof shall remain unpaid for twenty-eight (28) days after becoming due (whether formally demanded or not) or if the tenant is in breach of any material agreements and covenants as contained in this lease the landlord may at any time thereafter re-enter the property or any part thereof in the name of the whole and thereupon this lease shall absolutely cease and determine subject to the tenant's right to claim relief from forfeiture.
- 5.1.2 For the avoidance of doubt it is hereby agreed and declared that this lease shall be determined and vacant possession shall be afforded by the tenant to the landlord's mortgagee (the "mortgagee") as soon as reasonably possible, but in all cases not before the expiration of one calendar month from the date that the tenant is notified by the landlord's mortgagee that it wishes to exercise its power of sale, if the mortgagee is entitled to exercise a power of sale conferred on it by its mortgage, or by section 101 of the Law of Property Act 1925 and the mortgagee requires possession of the property for the purpose of disposing of it with vacant possession in exercise of that power.

## **SUSPENSION OF RENT**

- 5.2 If the property or any part of it shall at any time during the term be destroyed or damaged by an insured risk so as to be unfit for occupation and use or if the property or any part thereof must remain unoccupied to enable the landlord to comply with his obligations under sub-clauses 4.2,4.4, 4.5, 4.6 and 4.14 of this lease or to execute any repairs to any adjoining premises belonging to the landlord then and in any such case the rent hereby reserved (or a fair proportion thereof according to the nature and extent of the damage sustained and/or the extent and area of that part of the property as is so affected) shall be suspended until the property shall again be rendered fit and made available for habitation and use by the tenant and any sub-tenant. Any dispute as to the extent proportion or period of such suspension shall be determined by a single arbitrator to be appointed by the landlord and tenant and in case of disagreement, then by the president for the time

being of the Royal Institution of Chartered Surveyors in accordance with the provisions of the Arbitration Act 1996.

### **LANDLORD'S BREAK CLAUSE**

- 5.3 If at any time after the expiration of the first year of the term the landlord shall desire to determine this lease and shall give the tenant not less than **three** months prior written notice of such desire (the "Landlord's Determination Notice") pursuant to this sub-clause then on the expiration of the said determination notice, the term shall absolutely cease and determine but without prejudice to the rights and remedies of either party to this lease in respect of any antecedent claim or breach of covenant relating to this lease.

### **TENANT'S BREAK CLAUSE**

- 5.4 If at any time after the expiration of the first six months of the term the tenant shall desire to determine this lease and shall give the landlord not less than **four** weeks prior written notice of such desire (the "Tenant's Determination Notice") pursuant to this sub-clause then on the expiration of the said determination notice, the term shall absolutely cease and determine but without prejudice to the rights and remedies of either party to this lease in respect of any antecedent claim or breach of covenant relating to this lease.

### **NOTICE OF BREACH OF COVENANT**

- 5.5 Without prejudice to any other remedy of the tenant if at any time during the term there shall be a material breach of any covenant contained in this lease on the landlord's part the tenant shall be entitled to serve a (the "First Notice") on the landlord requiring the landlord to remedy the said breach within a period of twenty-eight (28) days (or within a period the tenant may reasonably determine having regard to the nature and extent of the breach) and if the landlord fails to remedy the breach within the period specified in the first notice the tenant shall be entitled to serve a further notice (the "Second Notice") forthwith determining this lease and on the service of the second notice the term hereby granted shall absolutely cease and be deemed determined but without prejudice to the rights and remedies of either party to this lease in respect of any antecedent claim or breach of covenant relating to this lease.

### **DISPUTE RESOLUTION**

- 5.6 If any dispute or difference shall arise between the landlord and the tenant under or arising out of this lease including the operation or construction thereof or the rights duties or liabilities of either party every such dispute or difference shall if the parties so agree in writing (but not



otherwise) be determined by an independent person to be appointed by agreement between the parties and in default of such agreement as to appointment by either:

- 5.6.1 An independent surveyor to be nominated on the application of either party by the president of the Royal Institution of Chartered Surveyors for the time being or;
- 5.6.2 A barrister or solicitor of at least five years qualification to be nominated on the application of either party to the president of the Law Society or the president of the Bar Council for the time being and the determination by the appointed person shall be as an arbitrator and shall be final and binding upon the parties hereto. The provisions of the Arbitration Act 1996 shall apply to any such arbitration reference and the arbitrator shall have sole and unfettered discretion as to the award of costs in the reference.

**NO POWER TO GRANT SECURE TENANCY ETC.**

- 5.7 The landlord is not a person or body capable of granting secure tenancies as defined by the Housing Act 1985 and the tenant has no interest in the property other than as tenant under this lease.

**SERVICE OF NOTICES**

- 5.8 Any notice given under or in relation to this lease shall be in writing and shall be served on the landlord personally or by leaving it for him at his last known address or by sending it to him by recorded delivery and shall be served on the tenant by sending it to the tenant at the address listed at the start of this lease and be marked for the attention of the "Private Sector Leasing Team".

**YIELDING UP**

- 5.9 At the end or sooner determination of the term the tenant will surrender and yield up the property to the landlord in accordance with the terms of this lease, and for the avoidance of doubt the landlord and the tenant hereby agree that the tenant will not be liable to replace any of the floor coverings at the property and shall not be under any obligation to carry out any redecoration internally or externally so as to put the property into any better condition than shown in the schedule of condition.

**IN WITNESS WHEREOF** the parties hereto have executed this Deed the day and year first before written.

**SIGNED** by )  
 )  
in the presence of :- )

Witness name:  
Witness signature:  
Address:  
Occupation:

**[Form of execution clause to be confirmed]**

(Either)

THE COMMON SEAL of the )  
**MAYOR AND BURGESSES OF THE** )  
**LONDON BOROUGH OF LEWISHAM** )  
was hereunto affixed in the presence of :- )

.....  
Head of Law

(OR)

SIGNED FOR AND ON BEHALF of the )  
**MAYOR AND BURGESSES** )  
**OF THE LONDON BOROUGH** )  
**OF LEWISHAM** acting by:- )

Authorised Signatory

## **FIRST SCHEDULE**

### **(Fixtures and fittings for which the tenant is not responsible for repair, replacement or renewal)**

1. All chattels including furniture, carpets, floor coverings, curtains, refrigerators, cookers, washing machines, dishwashers and kitchen units at the property as at the commencement of the term.

## **SECOND SCHEDULE**

### **(Rights granted to the tenant)**

1. Free passage and running of water, soil, gas and electricity and other services in and through the sewers, drains, channels made or to be made upon, through or under the building or the property and the free and uninterrupted use of all gas, electric, telephone and other pipes, wires, cable and flues (if any) upon through or under the property.
2. The right for the tenant and all other persons authorised by it (in common with all others entitled to such right) at all times by day or by night for all such purposes as are reasonable on foot only to go pass and repass over and along the main entrance (if any) to the building of which the property forms part and the same such right over any and all common parts (if any) of the building. Further the right for the tenant and all other persons authorised by it (in common with all others entitled to such right) to use (if any of the following exist and are necessary and reasonable for the full use and enjoyment of the premises by the tenant) the common parts, forming part of the curtilage of the property or within the curtilage of the building of which the property forms part, PROVIDED ALWAYS that the tenant shall not cause or authorise or permit the obstruction of any common parts over which this paragraph gives them a right of use or passage.

## **THIRD SCHEDULE**

### **(Landlord's exceptions and reservations)**

1. The free passage and running of water, soil, gas and electricity and other services in and through the sewers, drains, channels made or to be made upon through or under the building or the property now or hereafter used and enjoyed from and to other buildings and land owned by the landlord.

Schedule of Condition

SAMPLE



# PRIVATE SECTOR LEASING

## PROPERTY STANDARDS

This information lists the basic requirements for properties used as temporary accommodation for households placed by the London Borough of Lewisham. The Council expects that the property will meet all statutory requirements in respect of gas and electrical safety, and will be in a satisfactory state of repair.

The property will be the main residence for the family placed for some considerable period of time and possibly the duration of the lease period.

### EXTERNAL STANDARDS

#### 1. THE ROOF

To be watertight, free from defects and loose or missing tiles etc.

#### 2. GUTTERING

Pipes to be secured to wall gutters and be free from blockages, and in good repair.

#### 3. GARDEN

Garden to be clear of rubbish and to have vegetation cut back including shrubs and trees.

Fences to be in good order.

Gate(s) to operate, gate posts/pillars to be secure.

Sheds, if applicable, to be safe and in good order, or be removed.

Greenhouses must be dismantled and removed.

Paths and steps must not be uneven and should be free of slime.

#### 4. RUBBISH

Bins to be provided for the disposal of rubbish.

### INTERNAL STANDARDS

#### 1. WALLS & CEILINGS

##### 1.1 Insulation

Loft to have a minimum of 250mm-loft insulation and cavity wall insulation (if cavity walls).

### 1.2 Damp

Property to be free from damp.

Walls to be free from evidence of damp, mould, condensation, peeling paper etc.

### 1.3 Plaster

Plaster to be sound, and not to show movement when examined.

### 1.4 Decoration

Surfaces to be painted, and/or papered.

Paint to be clean and free from obvious markings, dirt etc.

Wallpaper to be in good condition and free from defects.

Wood to be free from rot and painted to a reasonable standard with gloss paint.

### 1.5 Advice on Redecoration

The standards below apply to the landlord carrying out redecoration during the lease or when preparing the property for leasing.

All walls to be painted in vinyl emulsion.

Ceilings to be painted in emulsion.

Woodwork to be painted in gloss.

Walls in kitchen and bathrooms to be painted in eggshell.

## **2 WINDOWS**

2.1 All windows must be double glazed, double glazed units or secondary glazing.

### 2.2 Glass

The glass and glazing must not be broken or have any visible cracks. All frames must be in good working order and in sound condition.

### 2.3 Operation

Louvre type windows and centre hung "swing" windows will be accepted at the discretion of the London Borough of Lewisham. Swing windows must have a restraining bar.

### 2.4 Child Safety

Windows above ground level present a danger to a child and must be fitted with a window restrictor mechanism.

### 2.5 Glazing

All glazing, which is under 800mm/2.8feet from the floor (and greater than 25cm in any direction) to be either re-glazed with toughened safety glass or covered with safety film.

## **3 DOORS**

All external doors to have mortise locks fitted. To be capable of being locked and to be fitted with an additional "Yale type latch".

Doorbell to be fitted and working.

All internal locks to have keys removed, save for bathroom and toilet.

All large glass panes in doors to be fitted with safety glass or film.

## **4 STAIRCASES**

All staircases must have banisters and balustrades  
Gaps between spindles to be no more than 100mm.  
A two-way light switch to be provided in the stairwell.  
The gaps between balustrades must be no greater than 100mm.

## **5 HEATING**

Heating must be Gas central heating or Electric "Economy Seven" heating. The heating is to be sufficient to maintain an internal temperature of 21 degrees Celsius in the living room and 18 degrees Celsius in the bedrooms, kitchen and hallway; when outside temperature is minus 1 degree Celsius.

Landlord to provide Gas safety certificate and a copy of the annual Homecare 200 Boiler Cover contract with NO EXCESS . Please note that warm air ducted heating systems, electric under floor heating and wall mounted panel heaters will not be accepted.

The heating system must have a timer and/or room thermostat.

The heating must operate independently from the hot water system.

## **6 ELECTRICS**

The minimum number of sockets per room:

Living Room - 3 double sockets (2 is a minimum)

Double Bedrooms - 2 double sockets

Single Bedrooms - 1 double sockets

Kitchen - 4 sockets (2 double at worktop height, plus 1 socket for fridge and 1 socket for washing machine).

Boiler to be on a spur.

Landing - 1 socket.

The landlord is to provide a current NICEIC electrical safety report. This must have no items marked as requiring urgent attention or investigation.

## **7 CARPETS**

Carpets to be clean, of reasonable quality and free from defects (tainting, excessive wear etc.)

## **8 CURTAINS**

Curtain rail to be securely fitted above all windows, except in kitchen and bathroom.

Curtains to be clean and free from defects.

Nets are usually required to be fitted to all windows.

Light shades to be fitted to all habitable rooms.

## **9 FURNITURE**

The London Borough of Lewisham requires carpets and curtains. Should furniture be left in the property, it will be at the landlord's own risk and no extra rent will be made for it. Any furniture that is left, must comply with the Furniture and Furnishing (Fire Safety) Regulations 1988 (as amended).

## **10 FIRE SAFETY**

### 10.1 Front doors to Flats

Internal doors leading off communal hallway MUST be half hour fire doors, to meet Building Standard 476 part 22.

### 10.2 Fire Alarms

The preferred type of smoke alarm is an electrically operated interlinked smoke alarm installed to each floor. Alarms must comply with Building Standard 5839 Part 6 conforming to Grade D, Type LD2. However, the minimum standard is for single, battery-operated alarms to be installed to each floor. (If the property is a flat, then smoke alarms must be fitted in the hallway, one just outside the kitchen door and one in the main lounge.)

### 10.3 CO2 Monitors

This is required to be fitted in the same room as the Boiler to keep levels of Carbon Monoxide at a safe level.

## **11 KITCHEN**

### 11.1 Sockets

Two double sockets at work top height.

Two low level sockets (for fridge and washing machine).

### 11.2 Sink

Tiling of splash back to a minimum of 300mm (two tiles high).

Sinks and worktops to be sealed around the edges with silicone sealant.

Waste pipes and taps to be defect free, with no leaks or drips.

Taps to be easy to operate.

### 11.3 Units

Floor units (excluding the sink unit).

A minimum of 2 x 1000mm fitted units to be provided

A minimum of two drawers to be provided per unit.

Units to be free from defects.

Wall units - A minimum of 2 x 1000mm wall units to be provided

### 11.4 Washing Machine

The London Borough of Lewisham does not require a washing machine to be provided.

Fittings to be provided to allow the installation of washing machine.

Non return valve to be fitted to the waste pipe.

### 11.5 Floor Covering

Floor covering to be of a vinyl type and free from defects.



## **12 BATHROOM**

12.1 Floor covering to be of a vinyl type, sealed around the edge with silicone sealant.

12.2 Mirror; towel rail and toilet roll holder to be provided.

### **12.3 Bath**

Bath to be clean.

Tiles to be to a height of 30cm around bath, sealed at the joints.

Plastic bath panels are an item London Borough of Lewisham will not accept responsibility for and may ask to be replaced if and when they become defective.

### **12.4 Showers (where provided)**

Showers are not essential but where provided, the landlord must ensure that their use will not do damage to the property.

Separate shower cubicles to be tiled to a height of 2.00m plus.

Base to be adequately sealed.

Curtain / door to be provided

### **12.5 Shower fitted above baths**

Tiling to be of sufficient height to protect the decoration of the wall (1.80m plus).

Shower door or curtain to be supplied and to be of a sufficient standard to prevent water damage to floor.

Sink(s) as for kitchen.

### **12.6 Wash Basin**

Tiling of splash backs to a minimum of 300mm to be sealed around edges with silicon seal waster pipes and taps to be defeat free, no leaks, or drips and easy to operate.

### **12.7 Toilet**

Toilet to be clean and secure.

Toilet seat to be secure.

Cistern to fill at a reasonable rate.

Floor (as for kitchen).

Sufficient ventilation to be provided.

Where necessary extractor fans to be provided.

## **13 BEDROOMS**

Bedrooms must be a minimum size of 70 - 90 square feet.

## **14 GAS**

Gas services must be on pre-payment Quantum Card Meter.

## **15 WATER**

Stop cock must be inside, accessible and in good working order.

**16 ELECTRICITY**

Electrical services must be on pre-payment Electricity Key Meter and at a reasonable height.

**17 PEST CONTROL**

Property must be free from all pests, including Cockroaches, Mice, Fleas etc.