

THIS LEASE made the _____ day of _____ 20_____

BETWEEN THE COUNCIL OF THE CITY OF YORK (hereinafter called "the Council" which expression shall where the context so admits include its successors in title) of the one part and (*name of purchaser*) of (*address of property*) in the City of York (hereinafter called "the Tenant" which expression shall where the context so admits include his/her successors in title) of the other part

WITNESSETH as follows:-

1. In consideration of the sum of **£ (amount)** paid by the Tenant to the Council (receipt whereof the Council hereby acknowledges) being the sum which the parties have agreed is the price payable under Part V of the Housing Act 1985 as amended by the Housing and Planning Act 1986 in exercise by the Tenant (who is a secure tenant within the meaning of that expression as used in the said Act and who had given the Council notice claiming to exercise her right to buy under the said Part V) of her right to buy and in consideration also of the rents and covenants hereinafter contained and those implied by statute herein the Council hereby demises unto the Tenant **ALL THAT (description of property)** with the appurtenances thereto situate and known as number (*address of property*) in the City of York shown for the purposes of location hatched black on Plan A hereto annexed and more particularly shown hatched black on Plans B and C hereto (hereinafter called "the demised premises") **TOGETHER** with all necessary rights of way over any roads footpaths stairways and common parts comprised in the neighbouring or adjoining property of the Council for the purpose of gaining access to and egress from the demised premises and necessary for reasonable enjoyment of the same with all rights of passage and running of water soil gas and electricity common facilities or services as at present enjoyed and all rights of support **EXCEPT AND RESERVED** similar rights in favour of the Council its tenants servants or occupiers of neighbouring or adjoining property **TOGETHER WITH** the general services and amenities as are now enjoyed by the Tenant **TO HOLD** unto the Tenant for a term until (*lease expiry date*) to the intent that the existing tenancy of the Tenant shall merge and be extinguished in the said term **YIELDING AND PAYING THEREFOR** the yearly rent

of **TEN POUNDS** on the first day of January in each and every year **TOGETHER** with a sum by way of further rent equal to a proportionate amount according to user since the commencement of this Lease **SUBJECT** to the provisions of paragraphs 16A 16B and 16C of Schedule 6 of the Housing Act 1985 of keeping the demised premises the building in which they are situate and all or any common parts or services (including drains gutters and external pipes) in good repair and in improving the same and of any

amount which the Council may have paid in insuring against risks involving such repairs or improvements to the building in which the demised premises are situate and all or any common parts or services

2. **THE TENANT** hereby covenants with the Council as follows:-

- (1) To pay the said rent on the day and in the manner aforesaid
- (2) That if within 3 years from the date hereof there shall be a disposal (meaning an Assignment of the Lease or the grant of a sub-lease whether in any such case of the whole or part of the demised premises for a term of more than twenty one years otherwise than at a rack rent (not being a mortgage term) but not including a disposal pursuant to an order under Section 24 of the Matrimonial Causes Act 1973 or Section 2 of the Inheritance (Provision for Family and Dependants) Act 1975 and not a vesting in a person taking under a will or upon an intestacy) the Tenant will pay to the Council upon demand the sum of £ (**amount**) reduced by thirty three and one third per cent of that amount of £ (**amount**) for each complete year which shall elapse between the date of this Lease and the date of the disposal **PROVIDED NEVERTHELESS** that if there shall be more than one such disposal the Council shall be entitled to demand payment on the first one only
- (3) To pay all existing and future rates taxes assessments and outgoings whatsoever now or hereafter charged or imposed upon the owner or occupier of the demised premises in respect thereof or payable by the owner or occupier in respect thereof except only as the owner is by law bound to pay notwithstanding any contract to the contrary
- (4) Subject to the provisions of paragraphs 16A 16B and 16C of Schedule 6 to the Housing Act 1985 to pay to the Council from time to time a proportionate amount according to user of the amount of costs which the Council may have incurred in keeping the demised premises the building in which the demised premises are situate and all or any common parts or services (including drains gutters and external pipes) in repair and in improving the same and of any amount which the Council may have paid in insuring against such repairs or improvements to the building in which the demised premises are situate and all or any common parts or services
- (5) To permit the Council and its duly authorised surveyors and agents with or without workmen upon giving previous notice in writing from time to time to enter the demised premises and every part thereof at reasonable times in the day time to examine the state and conditions thereof and thereupon the Council may serve on the Tenant notice in writing specifying any internal and decorative repairs necessary to be done

- (6) Not without the written consent of the Director of Community Services for the time being of the Council to make any structural alterations or structural additions to the demised premises which shall include alterations to and replacement of external windows and doors or to carry out any works of repair (including repainting) for which the Council is responsible
- (7) Not to use the demised premises or permit them to be used otherwise than as a private dwellinghouse
- (8) Not to do or permit any act or thing whereby any policy of insurance of the Council may be rendered void or voidable or which may cause an increased premium to be payable in respect thereof
- (9) Not to do or permit to be done upon the demised premises any act or thing which may be or become a nuisance or annoyance to the Council owners or occupiers of neighbouring or adjoining property
- (10) Not to cause to be obstructed any common parts or access serving the demised premises and neighbouring premises
- (11) At the determination of this demise peacefully to yield up to the Council the demised premises in good internal repair (including decorative repair) in accordance with the covenant implied herein by paragraph 16 of the Schedule 6 to the Housing Act 1985 as amended by the Housing and Planning Act 1986
- (12) To give notice to the Council upon any assignment of the benefit of this demise

3. THE COUNCIL hereby covenants with the Tenant that the Tenant paying the rent hereby reserved and performing and observing the several covenants on her part and the conditions herein contained or implied by statute shall peaceably hold and enjoy the demised premises during the said term without any interruption by the Council or any person rightfully claiming under or in trust for it

4. PROVIDED ALWAYS that if the rent hereby reserved or any part thereof shall remain unpaid for twenty-one days after becoming due and payable (whether formally demanded or not) the Council may at any time thereafter re-enter upon the demised premises or any part thereof and thereupon this demise shall absolutely determine but without prejudice to any right or remedy of the Council in respect of any arrears of rent or any antecedent breach of covenant

5. IT IS HEREBY CERTIFIED that the transaction hereby effected does not form part of a larger transaction or of a series of transaction in respect of which the amount or value or the aggregate amount or value of the consideration exceeds £60,000

6. **IT IS HEREBY CERTIFIED** that there is no Agreement for Lease to which this Lease gives effect

IN WITNESS whereof the Council has hereto caused its common seal to be affixed and the Tenant has set her hand and seal the day and year first before written

THE COMMON SEAL OF THE COUNCIL)
OF THE CITY OF YORK was hereunto affixed)
in the presence of :-)

Head of Legal Services

SIGNED AS A DEED by the said)
(name of purchaser) in the presence of :-)

DATED _____ 1997

THE COUNCIL OF THE CITY OF YORK

-to-

(name of purchaser)

LEASE

-of-

(address of property)

YORK

for a term until *(lease expiry date)* at an annual rent of £10.00

R. F. Clark
Head of Legal Services
York City Council
1 Museum Street
York