



## Notice of a public

### **Decision Session - Executive Member for Housing & Safer Neighbourhoods**

**To:** Councillor Brooks (Executive Member)

To be substituted at this meeting by Cllr Carr,  
Executive Leader (Finance and Performance)

**Date:** Monday, 19 February 2018

**Time:** 4.00 pm

**Venue:** The Auden Room - Ground Floor, West Offices (G047)

## **AGENDA**

### **Notice to Members – Post Decision Calling In:**

Members are reminded that, should they wish to call in any item\* on this agenda, notice must be given to Democracy Support Group by **4:00pm** on **Wednesday 21 February 2018**.

\*With the exception of matters that have been the subject of a previous call in, require Full Council approval or are urgent which are not subject to the call-in provisions. Any called in items will be considered by the Customer and Corporate Services Scrutiny Management Committee (Calling In).

Written representations in respect of items on this agenda should be submitted to Democratic Services by 5.00pm on Thursday 15 February 2018.

## 1. **Declarations of Interest**

At this point in the meeting, The Executive Member is asked to declare:

- any personal interests not included on the Register of Interests
- any prejudicial interests or
- any disclosable pecuniary interests

which they may have in respect of business on this agenda.

## 2. **Minutes** (Pages 1 - 2)

To approve and sign the minutes of the meeting held on 22 January 2018.

## 3. **Public Participation**

At this point in the meeting, members of the public who have registered to speak can do so. The deadline for registering is **5.00pm on Friday 16 February 2018**. Members of the public can speak on agenda items or matters within the Executive Member's remit. To register to speak please contact the Democracy Officers for the meeting, on the details at the foot of the agenda.

### **Filming, Recording or Webcasting Meetings**

Please note that, subject to available resources, this meeting will be filmed and webcast, or recorded, including any registered public speakers who have given their permission. The broadcast can be viewed at <http://www.york.gov.uk/webcasts> or, if recorded, this will be uploaded onto the Council's website following the meeting.

Residents are welcome to photograph, film or record Councillors and Officers at all meetings open to the press and public. This includes the use of social media reporting, i.e. tweeting. Anyone wishing to film, record or take photos at any public meeting should contact the Democracy Officers (contact details are at the foot of this agenda) in advance of the meeting.

The Council's protocol on Webcasting, Filming & Recording of Meetings ensures that these practices are carried out in a manner both respectful to the conduct of the meeting and all those present. It can be viewed at [https://www.york.gov.uk/downloads/file/11406/protocol\\_for\\_webcasting\\_filming\\_and\\_recording\\_of\\_council\\_meetings\\_20160809](https://www.york.gov.uk/downloads/file/11406/protocol_for_webcasting_filming_and_recording_of_council_meetings_20160809)

**4. City of York Council Parking Enforcement on Council Housing Land** (Pages 3 - 14)

This report proposes an initiative to bring parking enforcement on council housing land within the remit of City of York Council Parking Services and seeks approval from the Executive Member for Housing and Safer Neighbourhoods on the recommendations in this report.

**5. New Lease for Use on Future Right To Buy Sales of Bedsits, Flats and Maisonettes** (Pages 15 - 68)

The report seeks the Executive Member's approval to issue a proposed new lease to all new leaseholders exercising the Right To Buy for all appropriate properties in order to provide greater clarity for Housing Services, leaseholders and tenants.

**6. Urgent Business**

Any other business which the Chair considers urgent under the Local Government Act 1972.

Democracy Officers:

Catherine Clarke and Louise Cook (job share)

Contact details:

- Telephone – (01904) 551031
- Email [catherine.clarke@york.gov.uk](mailto:catherine.clarke@york.gov.uk) and [louise.cook@york.gov.uk](mailto:louise.cook@york.gov.uk)

(If contacting by email, please send to both Democracy Officers named above).

For more information about any of the following please contact the Democratic Services Officers responsible for servicing this meeting:

- Registering to speak
- Business of the meeting
- Any special arrangements
- Copies of reports and
- For receiving reports in other formats

Contact details are set out above.

**This information can be provided in your own language.**

**我們也用您們的語言提供這個信息 (Cantonese)**

**এই তথ্য আপনার নিজের ভাষায় দেয়া যেতে পারে। (Bengali)**

**Ta informacja może być dostarczona w twoim  
własnym języku. (Polish)**

**Bu bilgiyi kendi dilinizde almanız mümkündür. (Turkish)**

**یہ معلومات آپ کی اپنی زبان (بولی) میں بھی مہیا کی جاسکتی ہیں۔ (Urdu)**

** (01904) 551550**

City of York Council

Committee Minutes

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Meeting	Decision Session - Executive Member for Housing & Safer Neighbourhoods
Date	22 January 2018
Present	Councillor Lisle (Executive Member)

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### **32. Declarations of Interest**

At this point in the meeting, the Executive Member was asked to declare any personal interests not included on the Register of Interests or any disclosable pecuniary interest which he had in the business on the agenda. No additional interests were declared.

### **33. Minutes**

Resolved: That the minutes of the meeting held on 18 December 2017 be approved and then signed by the Executive Member as a correct record.

### **34. Public Participation**

It was reported that there had been no registrations to speak under the Council's Public Participation Scheme.

### **35. 2017/18 Tenant Satisfaction Survey Results**

The Executive Member considered a report that informed him of the outcomes of the 2017/18 Annual Tenant Satisfaction Survey, (hereafter referred to as the Survey) which was the biggest single gauge of satisfaction across Landlord Services by tenants of City of York Council (CYC) owned housing stock.

The Group Manager of the Shared Intelligence Bureau was in attendance to give an update. He confirmed that the Survey allowed the views of residents to be considered in a coherent way. It was noted that just under 3000 tenants had been contacted resulting in a 23% response rate. He confirmed the Tenant Scrutiny Panel were given the opportunity to contribute to the Survey and other delivering services were also involved in a small number of questions.

The Group Manager then highlighted the various responses received including areas that required further investigation due to a low or decreased satisfaction result and those areas where service levels had improved. He reminded the Executive Member that all the responses received were statistically significant to within 3.5 and 4%.

The Head of Housing was also in attendance and he highlighted some of the interventions that would be put in place to meet challenges raised by residents and he made reference to the service improvements highlighted in the report.

The Executive Member noted that the council would continue to engage with communities and would involve customers in the improvements. He also noted that following a new ICT programme and the implementation of a new structure customer satisfaction should increase.

The Executive Member thanked officers for preparing the report and he highlighted the importance of this benchmarking exercise. He noted the statistical significance and questioned when last years house mark figures would be provided.

He noted the key points within the report and welcomed further scrutiny on the complaints received and the review of the approaches and actions in the areas showing low satisfaction, including HEIP.

Resolved: That the results of the survey be noted.

Reason: To ensure the service continues to take account of residents' views.

Cllr Lisle, Executive Member

[The meeting started at 4.00 pm and finished at 4.12 pm].



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**Decision Session - Executive Member for  
Housing and Safer Neighbourhoods****19 February 2018**

Report of the Assistant Director, Housing and Community Safety

**City of York Council Parking Enforcement on Council Housing  
Land****Summary**

1. This report proposes an initiative to bring parking enforcement on council housing land within the remit of City of York Council Parking Services. Some areas of housing land are currently managed by a private company, Minster Baywatch, on a nil cost basis to Housing Services. The Report also seeks approval from the Executive Member for Housing and Safer Neighbourhoods on the recommendations in this report.

**Recommendations**

2. The Executive Member is asked to:

- 1) Approve the use of City of York Council Parking Services enforcement service for enforcement on council Housing Land (all garage areas and other designated land) using its existing civil enforcement powers (Option A)

Reason: To ensure comprehensive, consistent and effective notification and enforcement on housing land where inappropriate, inconsiderate and unauthorised parking takes place by an in house service.

- 2) To authorise relevant Officers to implement the proposed parking enforcement arrangements on Council housing land set out in the report, subject to approval by the Executive Member for Transport and Planning and including the development of a separate Traffic Regulation Order for all identified housing land to be enforced on, as well as advertising and putting in place the Traffic Regulation Order.

Reason: To ensure that the order is legally and correctly put in place, signed effectively, advertised and is enforceable.

- 3) To approve charging for parking permits on housing land in future, initially at a rate below resident parking rates but increasing over time to reach parity over a 5 year period.

Reason: To bring parity and fairness between Housing and non housing parking customers and provide income to help cover the costs of parking enforcement.

## **Background**

3. Following concerns from staff and customers around the current level of service provided, the opportunity for in house provision of this service and complaints from customers, discussions have taken place between Housing and Parking to explore the merits and legality of using civil enforcement powers on housing land.
4. Following consultation with Legal Services the advice is that Housing land can be considered public land rather than private. The civil enforcement powers pertaining to Parking are therefore enforceable on Housing land.
5. This land includes council garage forecourts, ad hoc pieces of land within the Housing portfolio including on and off street. Some areas are controlled using a free permit system.
6. Parking enforcement has been needed in the past to ensure that garage renters can access their garages, to help control inconsiderate and opportunistic parking on housing land such as resident parking areas with open access. This has particularly been a problem in the city centre with drivers unwilling to use council and private car parks, alternative forms of transport and with civil enforcement being available on the public highway and in resident parking areas.
7. In other areas of the city demand for council garages can be low and any measures to prevent inconsiderate and opportunistic parking in these areas can only help make them a more attractive proposition for renting. Staff regularly deal with reports of customers unable to access or leave their council garage as they are blocked in by parked vehicles.



8. Housing also owns non garage land which has been parked on. Some of this is on the 'highway' but does not form part of the highway for enforcement purposes and is not covered by resident parking schemes. Parking permit schemes have been developed with residents in some of these areas to help control, with enforcement being done on non permit parking by the private company engaged, Minster Baywatch. Currently there are 223 parking permits issued over a range of sites. See Annex A. The current agreement with Minster Baywatch requires 6 months notice to end the arrangement.
9. These permits have been free of charge which is clearly not in parity with other residents only able to access resident parking areas. Administration of parking is not a traditional housing function and it is felt that this service should be administered within parking services and charged for.
10. The intention is to charge 50% of the standard parking permit rates initially, in line with the discount provided for parking permits when certain criteria is met, increasing this over time to be in parity with the standard parking permit charge.
11. Parking Services have the ability to issue Penalty Charge Notices for parking offences and in line with the charging rates and discount period set in legislation. These are enforceable through the civil justice system rather than the criminal system. Imposition of the Traffic Regulation Order on housing land would allow tickets to be issued in the designated areas.
12. More detailed information on parking tickets can be found at [www.york.gov.uk/parking](http://www.york.gov.uk/parking)
13. Parking Services would receive the income from Penalty Charge Notices issued and permits funds would go towards the administration of this system once initial costs of setup had been recovered by Housing Services from these.
14. Housing Services regularly receive complaints, including via Parking Services, for parking issues relating to Housing land. This is because under the current arrangements customers are unclear who can enforce parking in certain areas and expect this to be Parking Services. This results in poor customer service and extra work for staff in Parking and Housing Services to deal with and

redirect these complaints. In addition poor signage is often cited as a reason for customer confusion.

15. Customers are often disappointed with the current service provided by the no fee contractor currently being used for enforcement on Housing land as their patrols are infrequent and response times poor. Parking Services can respond to an illegally parked vehicle within 45 minutes and take action on parking issues where Housing staff struggle to provide an effective service in this respect currently. Parking Services also regularly patrol to ensure parking offences are minimised.
16. The Traffic Regulation order requires a high level of signage leading up to the enforcement area meaning that there would be less confusion on the areas to be enforced and by whom as well as a deterrent for opportunistic parking.
17. The parking hotline is available to officers and the public to report parking offences under the Traffic Regulation Order.
18. Housing can be consulted on the level of enforcement in individual cases and appropriate action on enforcement taken. Arrangements between departments would be determined by a Service Level Agreement. Implementation of this scheme would be phased in to allow customers to get used to the new service and help with the resourcing of this both from an administration perspective and enforcement.

## **Consultation**

19. These proposals have been discussed with the Federation of Resident's Association at their January meeting. This has previously been discussed at this forum in outline and received broad approval although the parking permit charging element proposal was for a much smaller amount when discussed. The January meeting discussed the updated proposal and a majority of those present voted to support the scheme. The meeting suggested having a 'grace' period for permit schemes in line with those used in resident parking zones for very short visits to the area.
20. Staff welcome Parking Services taking on administration of parking permits, parking offences and enforcement through parking tickets under the terms of a Traffic Regulation Order, should this be

approved, as they believe this will provide a more responsive and effective service for customers.

21. Anecdotally, our customers expect the same level of enforcement on housing land as on the public highway or in resident parking zones.
22. The Traffic Regulation Order will need a public consultation before implementation.

### **Options**

22.

- A) Approve all 3 recommendations at paragraph 2.
- B) Approve recommendations A and B at paragraph 2
- C) Approve none of the recommendations and retain existing arrangements

### **Analysis**

23.

- A) Despite the initial outlay in costs and introduction of charges for 'Housing' parking permits this option allows for:
  - A more responsive and arguably professional service for customers with a patrol and call out mandate with a hotline facility
  - A single service approach for Housing customers affected by Parking Issues
  - The provision of the service 'in house' resulting in better accountability
  - More time for Housing staff to spend on core housing issues
  - Effective protection of parking capacity for those with a right to park in designated areas as well as access to rented garages
  - Potential income for Parking Services and Housing Services to provide an income and recover the costs of setting up the order and ongoing administration. It should be noted that it is unclear how much PCN revenue is likely to be generated from this and the level of abuse, which over time will reduce given the more consistent patrolling and response.

- Provide parity for housing customers able to access parking with those paying to access resident parking zones.

Permit holders are likely to be reluctant to paying fees where this has been free in the past.

Initial set up costs could be up to £50,000 and take time to recover.

B) As A apart from:

- One less source of income to help recover costs (permit charges).
- Permit holders would continue to receive free parking
- Continued lack of parity on parking for housing customers and customers using the resident parking permit schemes

C) Current levels of performance, service, customer satisfaction and impact on staff time are likely to continue unless another provider could be identified.

The opportunity to engage and in house service able to derive income from the initiative would be passed up.

The initial outlay and work for the Traffic Regulation Order would not be incurred.

## **Council Plan**

24. This initiative contributes to the Council Plan in the following ways:

**A focus on front line services:-** This will ensure council housing tenants will have access to the same parking services as other residents who live in and work in York.

## **Implications**

25.

### **• Financial**

Set up costs will come from budgets agreed within the Housing Revenue Account. Staffing of the enforcement service will be as normal but supported by the increase in Penalty Charge Notice

revenue, which as stated, the level of which is unknown at present. However as Civil Enforcement Areas are patrolling near these areas already it is deemed this should have minimal impact given the small number of permit holders there are.

Housing Revenue Account to cover all set up costs including the Traffic Regulation Order and cost of signage and infrastructure.

Cost / income estimates:

Produce and advertise Traffic Regulation Order £22k - £27k which included notice of proposals, notice of making, administration fee, wages of full time member of staff for a minimum of 6 months depending on the number of comments through the Traffic Regulation Order consultation that may come in.

Signage and infrastructure up to £23k including signage and signage infrastructure at entry, exit points, every 30m where required over 65 potential areas

It is anticipated that income from permits will be in the region of £10k in the first year but could increase upto £20k when the full charge is in place. This will depend upon the level of take up from the permit scheme.

Parking fine income will vary between £35 per Penalty Charge Notice at the discounted rate when paid within a 14 day period or up to £70 outside of this discounted period and dependant on the contravention that has been broken

#### • **Human Resources (HR)**

Full time member of staff for a minimum of 6 months to set up the Traffic Regulation Order.

From an enforcement perspective, 2 new staff have been brought in to cover the city as a whole. As Civil Enforcement Officers are already patrolling nearby these Housing land locations, it is deemed this will be minimal impact. However resources will be monitored in line with the increase revenue and the number of parking issues .

#### • **Equalities**

None

- **Legal**

Legal advice is that Housing land can, through the implementation of the Traffic Regulation Order, have parking enforced using civil enforcement powers.

- **Crime and Disorder**

Reduction in opportunistic parking and likelihood of conflict could be reduced.

- **Information Technology (IT)**

None

- **Property**

None

- **Other**

This initiative supports the councils sustainable transport policy to encourage sustainable transport use, which is a part of the Local Transport Plan. Under this, parking plays a key role in helping keep the public highway network free flowing and protecting the on and off street parking capacity through parking management including parking permits and enforcement. Also greater use of technology to help people find a place to park more easily, which in turn helps to positively contribute towards air quality and working with local businesses including retail, to support the local economy including linking customers to businesses.

## **Risk Management**

26. Effective staffing of the 'Housing' Traffic Regulation Order areas requires extra staff. This is deemed low risk as it's likely current resources can absorb this and any extra staff due to high demand could be funded from payment of fines and income from permits.

Challenge to the Traffic Regulation Order through consultation. Again, this is deemed low risk as the current level of service received is not perceived as adequate and will ensure that garage renters can have access to garages effectively enforced.

**Contact Details**

**Author:**

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Housing Services  
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Graham Titchener  
Parking Services Manager  
Parking Services  
01904 551495

**Chief Officer Responsible for the report:**

Tom Brittain  
Assistant Director Housing and  
Community Safety

**Report  
Approved**

**Date** 3 Jan 2018

**Specialist Implications Officer(s)**

Financial: Patrick Looker, Finance Manager

**Wards Affected:**

**All**

For further information please contact the author of the report

**Background Papers:**

None

**Annexes**

Annex A Housing Land – Parking Permit Sites

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**Housing Land - Parking permit sites**

North Street – 1 permit per household – 11 permits

City Mills – 1 permit per household 36 flats, 10 for visitors

Trinity Lane – 1 permit per household – 13 permits

Winterscale Court – 1 permit – 36 permits

Festival Flats - Parking permits are 1 per property. Patrolling of all marked bays inside Festival Flats. 23 permits

Mansfield House – 1 permit per household – 16 permits

Union Terrace – 1 permit per household – 12 permits

Anne Street – 1 permit per household – 15 permits

Thurston House, Cherry St – 1 permit per household – 20 permits

Fenwick Street – 1 permit per household (only particular addresses are entitled to permits) – 14 permits

Pottery Lane garage area – 2 permits per household – 20 permits

Merchants Court – 1 per household – 17 flats

There is potential for other parking schemes

Invicta Court – there are 16 flats

St James Place – 10 flats

Dringfield Close – 34 flats

Thanet Road

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**Decision Session - Executive Member for  
Housing and Safer Neighbourhoods****19 February 2018**

Report of the Assistant Director, Housing and Community Safety

**New Lease for use on Future Right To Buy Sales of Bedsits, Flats  
and Maisonettes****Summary**

1. The lease is important as it is a framework which controls the relationship between registered social landlords and leaseholders / tenants. It also determines the service charge. Overall the relationship involves
  - The lease
  - Common law and court decisions
  - Statutory provisions

Although there is no standard working, layout or required order of clauses in a lease, there are main lease terms that should always be present. These cover the core issues that can lead to disputes between lessees and landlord in management and it is essential to good management to know what these are so that they can be located for each lease being managed. The current lease is vague in many areas, does not reflect current best practice in this area and has not been reviewed for at least 30 years. A copy of the existing lease can be found at Annex A.

**Recommendations**

2. The Executive Member is asked to:
  - 1) Decide to accept the proposed lease at Annex B for all future appropriate Right To Buy sales (option A).

Reason: This provides greater clarity for Housing Services, leaseholders and tenants and will allow Housing Services to recover legitimate costs from leaseholders with confidence.

## Background

3. Leases typically need to include details on positive covenants (to pay rent, service charges, rates etc), restrictive covenants (not to make structural alterations etc) as well as details easements (where land is sold as part of the leasehold sale and access rights across it are required), items of expenditure providing a list of services and the costs, what the demised premises are (the property bought by the leaseholder).
4. The current City of York Council Lease has been in use since Right To Buy was introduced and fails to adequately address the issues listed above. Local Authorities at the time were not geared up for sale of assets, let alone how to manage sale of leasehold stock. This resulted in many leases (such as current City of York Council lease) being drafted without consideration of issues such as operational management, recovery of freeholder costs etc. and so lacks the detail on the core issues that modern day leases have. City of York Council Housing Service now manage over 500 Leasehold properties and have much greater knowledge of operational and legal issues in this area. We require a lease that accurately details City of York Council's role as a landlord and the leaseholder as our tenant.
5. Typically, current leases are designed to mirror existing tenancy agreements to provide clarity across tenures. City of York Council's does not do this. For example the current tenancy is very prescriptive about permissions for keeping pets, while the Lease does not have any restrictive clauses regarding pets. This means that in a block of flats with a mix of tenants and leaseholders they will be allowed to keep pets that tenants cannot, creating an inequality across tenure. The proposed new lease removes this inequality by having the same restrictive clause across both tenures.
6. City of York Council's current lease is not sufficiently widely drawn to enable recovery of our costs for all services provided, through service charges. Service charge is defined so that it refers only to "services, repairs, maintenance, improvements, insurance or management". If the cost of anything else is covered by the service charge clause in the lease, that cost can be included in the service charge without the constraints of the Leasehold and Tenant Act 1985 being applied to that particular cost. Currently, City of York Council cannot recover costs for managing Anti-Social Behaviour,

Information, Communication Technology support, system development and service development and so these areas are provided at a loss to the Authority. .

7. In areas where leases are vague First Tier Tribunal will find in favour of the Leaseholder and so we cannot look to recover costs that are not mentioned within the lease.
8. CYC cannot insist that current leaseholders to adopt the new lease, although an application can be made to the First Tier Tribunal to vary the current lease on the grounds it is defective, providing that it is not opposed by more than 10% of the parties concerned and at least 75% of them must consent to it. For these purposes the landlord (City of York Council) counts as one of the parties concerned.
9. As City of York Council has the same standard lease citywide, it is extremely unlikely that City of York Council would have less than 50 objections to varying the lease, as when discussed at the Leaseholder Forum nearly half of the sample audience were against it. Should an application to vary not be made then this lease will be rolled out for new leaseholders and current leaseholders wishing to extend the term of their current lease. This would mean that there will be two City of York Council leases in place that will not have the same terms and mean that in some cases new lease customers are paying a higher service charge than those ones in the same block who have the current lease. .
10. Having two leases will mean increased capacity for management in calculating service charge bills and enforcement, but will be offset by the increased income from service charges the new lease allows to be recovered

## **Consultation**

11. Consultation has been done with the Leaseholder Scrutiny Panel members (existing leaseholders) who indicate that the updated lease should be adopted for new leaseholders and were understanding of City of York Council's need to do this.
12. Very helpful queries and comments were received which have shaped the final version of the lease presented with this report
13. Prospective leaseholders get advance notice of leasehold and other charges (estimated) before they finalise the purchase under the

Right To Buy scheme along with a copy of the terms of the lease via their solicitor.

### **Options**

14.

- A) Agree to the new lease being issued to all new leaseholders exercising the Right To Buy for all appropriate properties including bedsits, flats and maisonettes.
- B) Indicate that the current lease continue to be used for appropriate Right To Buy sales.

### **Analysis**

15.

A) This will provide:

- Clarity for City of York Council, leaseholders and tenants, bring the lease issued more in line with the current tenancy agreement and allow City of York Council to recover legitimate costs from leaseholder for services that they benefit from directly or indirectly.

It will mean that there will be 2 types of lease in operation for former council stock in York but this is not an unusual situation across the country. Indeed, many areas have several different leases operating.

B) This will mean

- That the current vagueness for the Council, leaseholders and tenants continues and minimal costs for services paid for by the Housing Revenue Account (Council rents) will be recovered.

It will mean that service charges will remain comparatively very low for Council leaseholders compared to other leasehold arrangements.

### **Council Plan**

16. This initiative contributes to the Council Plan in the following ways:

**a focus on frontline services** - to ensure all residents, particularly the least advantaged, can access reliable services and community facilities

The new lease will ensure that all tenants and future leaseholders contribute appropriately to the services provided through the Housing Revenue Account by either rent or service charges.

## Implications

17.

- **Financial** (Contact – Director of Resources)

Extra income could be raised for the Housing Revenue Account – this depends on the services charged for in future and the number of leases issued via the Right To Buy scheme.

- **Human Resources (HR)** (Contact – Head of HR)

None

- **Equalities** (Contact – Equalities Officer)

None

- **Legal** (Contact – Head of Legal and Democratic Services)

Legal services have been instrumental in drawing up the new lease.

- **Crime and Disorder**

None

- **Information Technology (IT)** (Contact – Head of IT)

None

- **Property** (Contact – Property)

None

- **Other**

None

**Risk Management**

18. Risk that legal challenges will succeed due to lack of clarity in current lease.

Risk of lost potential income to the Housing Revenue Account in future if new lease not adopted.

**Contact Details**

**Author:**

Denis Southall  
Head of Housing  
Housing Services  
01904 551298

**Chief Officer Responsible for the report:**

Tom Brittain  
Assistant Director Housing and  
Community Safety

**Report  
Approved**

**Date** 3 Jan 2018

**Specialist Implications Officer(s)** None

**Wards Affected:**

All

**For further information please contact the author of the report**

**Background Papers:**

None

**Annexes**

Annex A – Existing Lease

Annex B – New Lease – final draft



**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

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Dated

-----

Lease

of [       ]

between

(1)The Council of the City of York

and

(2)[name of tenant]

[    Name                    ]  
Assistant Director of Governance and ICT  
City of York Council  
West Offices  
Station Rise  
York  
YO1 6GA

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**PRESCRIBED CLAUSES**

**LR1. Date of lease**

[DATE]

**LR2. Title number(s)**

**LR2.1 Landlord's title number(s)**

[TITLE NUMBER(S)] OR LEAVE BLANK IF NONE

**LR2.2 Other title numbers**

[TITLE NUMBER(S)] OR [None]

**LR3. Parties to this lease**

**Landlord**

The Council of the City of York

West Offices, Station Rise, York, YO1 6GA

**Tenant**

[NAME]

[ADDRESS]

**Other parties**

[[COMPANY] NAME]

[[REGISTERED OFFICE] ADDRESS]

[COMPANY REGISTERED NUMBER if appropriate]

**LR4. Property**

**In the case of a conflict between this clause and the remainder of this lease then, for the purposes of registration, this clause shall prevail.**

See the definition of "Property" in clause 1.1 of and Schedule 1 to this lease.

**LR5. Prescribed statements etc.**

None.

**LR6. Term for which the Property is leased**

The term as specified in this lease at clause 1.1 in the definition of "Term".

**LR7. Premium**

£[PREMIUM PAYABLE IN FIGURES] [(PREMIUM PAYABLE IN WORDS)].

**LR8. Prohibitions or restrictions on disposing of this lease**

This lease contains a provision that prohibits or restricts dispositions.

**LR9. Rights of acquisition etc.**

**LR9.1 Tenant's contractual rights to renew this lease, to acquire the reversion or another lease of the Property, or to acquire an interest in other land**

None.

**LR9.2 Tenant's covenant to (or offer to) surrender this lease**

None.

**LR9.3 Landlord's contractual rights to acquire this lease**

None.

**LR10. Restrictive covenants given in this lease by the Landlord in respect of land other than the Property**

None.

**LR11. Easements**

**LR11.1 Easements granted by this lease for the benefit of the Property**

The easements granted in clause 3.1 and set out in Schedule 2 to this lease.

**LR11.2 Easements granted or reserved by this lease over the Property for the benefit of other property**

The easements reserved in clause 4 and set out in Schedule 3 to this lease.

**LR12. Estate rentcharge burdening the Property**

None.

**LR13. Application for standard form of restriction**

The parties to this lease apply to enter the following standard form of restriction [against the title of the Property] **OR** [against title number].

None.

**LR14. Declaration of trust where there is more than one person comprising the Tenant**

[DELETE ALL INAPPLICABLE STATEMENTS]

[The Tenant is more than one person. They are to hold the Property on trust for themselves as joint tenants.]

[The Tenant is more than one person. They are to hold the Property on trust for themselves as tenants in common in equal shares.]

[The Tenant is more than one person. They are to hold the Property on trust [COMPLETE AS NECESSARY.]]

**THIS LEASE** is dated [DATE]

**PARTIES**

- (1) The Council of the City of York of West Offices, Station Rise, York, YO1 6GA (**Landlord**).
- (2) [INDIVIDUAL NAME] of [INDIVIDUAL ADDRESS] (**Tenant**).

**W H E R E A S**

- (1) The Landlord is a Local Authority for the purposes of the Act
- (2) The Landlord is seised in fee simple of the Building hereinafter described having provided the same under the provisions of Part V of the Housing Act 1957 or earlier similar housing legislation
- (3) The expressions “Relevant Disposal” and “Exempt Disposal” shall mean as defined in the Act
- (4) The Tenant being a secure tenant of the property hereby demised within the meaning of the Act served on the Landlord a written notice under Section 5 of the Act on the **RTB 1 date** day of Two thousand and claiming to exercise the right to buy the said property which right the Landlord by written notice dated the **RTB 2** day of Two thousand and duly admitted
- (5) The Tenant and the Landlord have agreed in accordance with the provisions of the Act for the grant to the Tenant of the said property at or for the price of £[ ] (representing its market value at the relevant time of £[ ] less a discount under the Act of £[ ] for a term of one hundred and twenty-five years terminating on the **125 years from day of completion** day of and subject as hereinafter mentioned

**AGREED TERMS**

## 1. INTERPRETATION

The following definitions and rules of interpretation apply in this lease.

### 1.1 Definitions:

**Act:** Housing Act 1985 (“the Act”) as amended by the Housing and Planning Act 1986 and the Leasehold Reform, Housing and Urban Development Act 1993 and the Housing Act 2004

**Building:** the land and building known as [DESCRIPTION/ADDRESS OF LAND IN LANDLORD'S FREEHOLD TITLE], York [registered at HM Land Registry with title number[s] [TITLE NUMBER OF LANDLORD'S FREEHOLD TITLE]] shown edged in blue on Plan 2.

**Certificate:** a certificate signed by the Landlord’s Head of Finance showing the Service Costs and the Service Charge for that Service Charge Year

**Certificate Service Date:** the date on which the Certificate is served on the Tenant

**Common Parts:** these are:

- (a) the front door, entrance hall, passages, staircases and landings of the Building; [and]
- (b) the external paths, driveways, yard, staircases, [garden] and Refuse Area at the Building; [and]
- (c) [ANY OTHER COMMUNAL AREAS]

that are not part of the Property or the Flats and which are intended to be used by the tenants and occupiers of the Building.

**Conditions for Entry:** the conditions to which any right to enter granted in Schedule 2 or excepted and reserved by Schedule 3 is subject, namely that the right shall be subject to the person exercising the right:

- (a) effecting entry at a reasonable time (or at any time in an emergency);
- (b) giving reasonable notice to the person whose premises are being entered (except in the case of emergency when no notice is required);
- (c) causing as little damage as possible to the premises being entered and promptly making good any damage caused to the reasonable satisfaction of the person whose premises are being entered; and
- (d) complying with any reasonable requirements of the person whose premises are being entered in relation to the exercise of the right of entry.

**Default Interest Rate:** 4% above the base rate from time to time of HSBC Bank plc or, if that base rate is no longer used or published, a comparable commercial rate reasonably determined by the Landlord.

**Demised Premises:** As defined under Schedule 1 The Property. **Exempt Disposal:** has the meaning given to that expression in Section 160 of the Act

**Flats:** any premises forming part of the Building that are capable of being let and occupied as a single private dwelling (except the Property and the Retained Parts).

**Flat Tenants:** the tenants for the time being of the Flats which are let on leases granted for an original term of over 21 years.

**[Garden Area:** that part of the Property shown [ ] on Plan [ ]]

**Initial Period:** the period of 5 years from and including the date of this lease.

**Insurance Rent**

- (a) the Tenant's Proportion of the cost of any premiums (including any IPT) that the Landlord expends (after any discount or commission is allowed or paid to the Landlord), and any fees and other expenses that the Landlord reasonably incurs, in effecting and maintaining insurance of the Building in accordance with its obligations in paragraph 2 of Schedule 6 including any professional fees for carrying out any insurance valuation of the Reinstatement Cost;
- (b) the cost of any additional premiums (including any IPT) and loadings that may be demanded by the Landlord's insurer as a result of any act or default of the Tenant, any undertenant, their workers, contractors or agents or any person at the Property with the express or implied authority of any of them.

**Insured Risks:** fire, explosion, lightning, and, impact by aircraft and **Insured Risk** means any one of the Insured Risks.

**IPT:** Insurance Premium Tax chargeable under the Finance Act 1994 or any similar replacement or additional tax.

**Landlord Covenants:** the covenants on the part of the Landlord set out in Schedule 6.

**[Landlord's Neighbouring Property:** each and every part of the adjoining and neighbouring property in which the Landlord has an interest known as [DESCRIPTION/ADDRESS OF THE LANDLORD'S NEIGHBOURING PROPERTY] [registered at HM Land Registry with title number[s] [INSERT TITLE NUMBER[S] IF REGISTERED]] [shown edged green on Plan 3].]

**Permitted Use:** as a single private dwelling.

**Plan 1:** the plan attached to this lease marked "Plan 1".

**Plan 2:** the plan attached to this lease marked "Plan 2".

**[Plan 3:** the plan attached to this lease marked "Plan 3".]

**Premium:** £[PREMIUM PAYABLE IN FIGURES] ([PREMIUM PAYABLE IN WORDS] pounds) (representing the market value of £[ ] less a discount under the Act of £[ ]).

**Property:** the [NUMBER OF FLOOR LEVEL] floor[s] of the Building known as [ADDRESS OF FLAT], the floor plan[s] of which [is][are] shown edged red on Plan 1 and more particularly described in Schedule 1 [together with the Garden Area].

**Refuse Area:** the refuse area [shown hatched green on Plan 3 or in other such area as the Landlord shall from time to time designate.

**Regulations:** the covenants on the part of the Tenant set out in Schedule 5.

**Reinstatement Cost:** the full cost of reinstatement of the Building as reasonably determined by the Landlord from time to time, taking into account inflation of building costs and including any costs of demolition, site clearance, site protection, shoring up, professional fees and expenses and the costs of any other work to the Building that may be required by law and any VAT on any such costs, fees and expenses.

**Relevant Disposal:** has the meaning given to that expression in Section 159 of the Act

**Rent:** rent at the initial rate of £10 per annum. .

**Rent Payment Date:** 1<sup>st</sup> January in each year of the Term.

**Reservations:** the rights excepted and reserved to the Landlord in clause 4 and listed in Schedule 3.

**Retained Parts:** all parts of the Building other than the Property and the Flats including:

- (a) the main structure of the Building including the roof and roof structures, the foundations, the external walls and internal load bearing walls, the structural timbers, the joists and the guttering and the structure of any balconies (including any balcony railings or walls)];
- (b) all parts of the Building lying below the floor surfaces or above the ceilings;
- (c) all external decorative surfaces of:
  - (i) the Building;
  - (ii) external doors;
  - (iii) external door frames; and
  - (iv) external window frames;
- (d) the Common Parts;

- (e) the Service Media at the Building which do not exclusively serve either the Property or the Flats; and
- (f) all boundary walls fences and railings of the Building.

**Rights:** the rights granted by the Landlord to the Tenant in clause 3 and listed in Schedule 2.

**Service Charge:** the Insurance Rent and the Tenant's Proportion of the Service Costs Provided always that when any such Service Charge relates to repairs (including works for the making good of structural defects) or improvement contributions the liability of the Tenant in respect of the costs incurred by the Council which amount to a Service Charge during the Initial Period of this Lease shall be restricted as follows:-

- (a) The Tenant shall not be required to pay in respect of works itemised in the estimate contained in the Landlord's notice served under Section 125 of the Housing Act 1985 any more than the amount shown as their estimated contribution in respect of that item together with an inflation allowance
- (b) The Tenant shall not be required to pay in respect of works not so itemised at a rate exceeding
  - (i) as regards parts of the Initial Period falling within the reference period specified in the notice served under Section 125 aforesaid the estimated annual average amount shown in that estimate and
  - (ii) as regards parts of the Initial Period not falling within that reference period referred to in 2(B)(ix)(b)(i) the average rate produced by averaging over that reference period all works for which estimates are contained in the notice served under Section 125



aforesaid TOGETHER in each case with an inflation allowance

(c) The Tenant shall not be required to pay any Service Charges in respect of improvements undertaken within the Initial Period where the Landlord's notice served under Section 125 aforesaid did not include an estimate of that improvement

(d) the Tenant shall not be required to make any contribution to the cost of making good any structural defect of which the Landlord becomes aware within ten years of the grant of this Lease unless the Landlord has notified the Tenant of the existence of such structure defect before the grant of this Lease

**Service Charge Year:** is the annual accounting period relating to the Services and the Service Costs beginning on 1<sup>st</sup> Jan in the year in which this lease is granted and each subsequent year during the Term (provided that the Landlord may from time to time (but not more than once in any calendar year) change the date on which the annual accounting period starts and shall give written notice of that change to the Tenant as soon as reasonably practicable).

**Service Costs:** the costs listed in Part 2 of Schedule 7.

**Service Media:** all media for the supply or removal of heat, smoke, electricity, gas, water, sewage, [air-conditioning,] energy, telecommunications, television, data and all other services and utilities and all structures, machinery and equipment ancillary to those media.

**Services:** the services to be provided by the Landlord and listed in Part 1 of Schedule 7.

**Tenant Covenants:** the covenants on the part of the Tenant set out in Schedule 4 and the Regulations.

**Tenant's Proportion:** [NUMBER ]% or such other fair and reasonable percentage as the Landlord may notify the Tenant from time to time.

**Term:** a term of [NUMBER] years from and including [DATE] and to and including [DATE].

**Third Party Rights:** all rights, covenants and restrictions affecting the Building including the matters referred to at the date of this lease in [the property register [and [entry][entries] [ENTRY NUMBER(S)] of the charges register] of title number [LANDLORD'S FREEHOLD REGISTERED TITLE

NUMBER] **OR** RELEVANT MATTERS AFFECTING AN UNREGISTERED REVERSION].

**VAT:** value added tax chargeable under the Value Added Tax Act 1994 and any similar replacement tax and any similar additional tax.

- 1.2 A reference to this **lease**, except a reference to the date of this lease or to the grant of this lease, is a reference to this deed and any deed, licence, consent, or other instrument supplemental to it.
- 1.3 A reference to the **Landlord** includes a reference to the person entitled to the immediate reversion to this lease. A reference to the **Tenant** includes a reference to the Tenant's personal representatives, successors in title and assigns.
- 1.4 A **working day** is any day which is not a Saturday, a Sunday, a bank holiday or a public holiday in England.
- 1.5 Any obligation on the Tenant not to do something includes an obligation not to allow that thing to be done and an obligation to use best endeavours to prevent that thing being done by another person.
- 1.6 Unless the context otherwise requires, references to the **Building**, the **Common Parts**, the **Flats**, the **Property** and the **Retained Parts** are to the whole and any part of it.
- 1.7 Unless the context otherwise requires, any words following the terms **including**, **include**, **in particular**, **for example**, or any similar expression shall be construed as illustrative and shall not limit the sense of the words, description, definition, phrase or term preceding those terms.
- 1.8 A **person** includes a natural person, corporate or unincorporated body (whether or not having separate legal personality).
- 1.9 Subject to clause **Error! Reference source not found.14.3** a reference to **writing** or **written** excludes fax and email.
- 1.10 Unless the context otherwise requires, words in the singular shall include the plural and in the plural shall include the singular.
- 1.11 A reference to laws in general is a reference to all local, national and directly applicable supra-national laws as amended, extended or re-enacted from time to time and shall include all subordinate laws made from time to time

under them and all orders, notices, codes of practice and guidance made under them.

- 1.12 Unless otherwise specified, a reference to a statute or statutory provision is a reference to it as amended, extended or re-enacted from time to time and shall include all subordinate legislation made from time to time under that statute or statutory provision and all orders, notices, codes of practice and guidance made under it.
- 1.13 A reference to the **end of the term** is to the end of the term however it ends.
- 1.14 The Schedules form part of this lease and shall have effect as if set out in full in the body of this lease. Any reference to this lease includes the Schedules.
- 1.15 Clause, Schedule and paragraph headings shall not affect the interpretation of this lease.
- 1.16 References to clauses and Schedules are to the clauses and Schedules of this lease and references to paragraphs are to paragraphs of the relevant Schedule.

## 2. GRANT

- 2.1 The Landlord lets with full title guarantee the Property to the Tenant for the Permitted Use for the Term.
- 2.2 The grant is made together with the Rights, excepting and reserving the Reservations, and subject to the Third Party Rights.
- 2.3 The grant is made in consideration of the Tenant paying to the Landlord the Premium (receipt of which the Landlord acknowledges) and covenanting to pay the Landlord the following sums as rent:
- (a) the Rent;
  - (b) the Service Charge;
  - (c) all interest payable under this lease; and
  - (d) all other sums due under this lease.

**3. THE RIGHTS**

- 3.1 The Landlord grants the Tenant the Rights for all purposes connected with the Permitted Use of the Property, but in each case subject to complying with any Regulations relating to that Right.
- 3.2 The Rights are granted subject to the Third Party Rights and in so far as the Landlord is able to grant them and in common with:
- (a) the Landlord and all persons authorised by the Landlord; and
  - (b) the Flat Tenants.
- 3.3 The Tenant shall not be deemed to have acquired any other easement or right over the Building[, the Landlord's Neighbouring Property] or any neighbouring property other than the Rights and section 62 of the Law of Property Act 1925 shall not apply to this lease.

**4. THE RESERVATIONS**

- 4.1 The Reservations are excepted and reserved from this lease for the benefit of the Building [ and the Landlord's Neighbouring Property] and to the extent possible for the benefit of any neighbouring or adjoining property in which the Landlord acquires an interest during the Term.
- 4.2 The Reservations may be exercised by the Landlord notwithstanding that the exercise of any of the Reservations or the works carried out pursuant to them may result in a reduction in the flow of light or air to the Property or the Common Parts or loss of amenity for the Property or the Common Parts.
- 4.3 The Reservations shall be construed as extending to the Landlord and all persons authorised by the Landlord or otherwise entitled to exercise the Reservations.

**5. TENANT COVENANTS**

The Tenant covenants:

- (a) with the Landlord to observe and perform the Tenant Covenants; and
- (b) with the Flat Tenants to observe and perform the Regulations.

**6. LANDLORD COVENANTS**

- 6.1 Subject to clause 6.2, the Landlord covenants with the Tenant to observe and perform the Landlord Covenants.

6.2 The Landlord shall not be liable to the Tenant for any failure or interruption in the Services where the failure or interruption is outside the Landlord's reasonable control.

6.3 The Landlord shall not be liable to the Tenant for any failure or interruption in the Services, unless and until the Tenant has given the Landlord notice of the failure or interruption and the Landlord has not remedied the failure or interruption within a reasonable time of service of that notice.

## 7. RE-ENTRY AND FORFEITURE

7.1 The Landlord may re-enter the Property (or any part of the Property in the name of the whole) at any time after any of the following occurs:

- (a) any Rent, Insurance Rent, Service Charge or any other rent due under this lease is wholly or partly unpaid 21 days after becoming payable;
- (b) any breach of any of the Tenant Covenants

but it is hereby agreed and declared that the Landlord shall not be entitled to re-enter under the provision in that behalf hereinafter contained by reason only of non-payment by the Tenant of any such payment as aforesaid prior to the signature of the Certificate but nothing in this clause or this lease shall prevent the Landlord from maintaining an action against the Tenant in respect of non-payment of any such payment as aforesaid notwithstanding that the Certificate had not been signed at the time of the proceedings subject nevertheless to proof in such proceedings by the Landlord that the payment demanded and unpaid is of a fair and reasonable amount having regard to the respective Service Charge ultimately payable by the Tenant

7.2 If the Landlord re-enters the Property (or any part of the Property in the name of the whole) pursuant to this clause, this lease shall immediately end, but without prejudice to any right or remedy of the Landlord in respect of any breach of covenant by the Tenant.

## 8. DESTRUCTION OF BUILDING

8.1 If:

- (a) the Building is damaged or destroyed by an Insured Risk;

- (b) the Property is wholly or partly unfit for occupation and use and/or the Common Parts are damaged or destroyed so as to make the Property inaccessible or unusable; and
- (c) the payment of the insurance monies is not wholly or partly refused because of any act or omission of the Tenant or any undertenant or their respective workers, contractors or agents or any other person at the Property or the Building with the express or implied authority of any of them,

then payment of the Rent and Service Charge or a fair proportion of them according to the nature and extent of the damage, shall be suspended until the Building has been reinstated so as to make the Property fit for occupation and use and the Common Parts accessible and usable.

8.2 If for any reason the repair, rebuilding or reinstatement of the Building shall be impossible following damage or destruction by any of the Insured Risks:

- (a) the Landlord's obligation to reinstate the Building contained in paragraph 3 of Schedule 6 shall be deemed to have been discharged;
- (b) the Landlord shall hold all proceeds of the insurance policy of the Building on trust for the Landlord, and the Tenant, and the Flat Tenants in proportion to their respective interests in the Building at the time of the damage or destruction, as agreed in writing between the Landlord, and the Tenant and the Flat Tenants or failing agreement as determined pursuant to clause 8.3; and
- (c) the Landlord shall pay such sums due to the Tenant and the Flat Tenants within three months of agreement or on determination pursuant to clause 8.3.

8.3 Any dispute arising regarding this clause 8 shall be finally determined by arbitration in accordance with the provisions of the Arbitration Act 1996. The tribunal shall consist of one arbitrator appointed by the President for the time being of the Royal Institution of Chartered Surveyors.

## 9. SET-OFF

The Rent, Service Charge and all other amounts due under this lease shall be paid by the Tenant in full without any set-off, counterclaim, deduction or withholding (other than any deduction or withholding of tax as required by law).

**10. LANDLORD'S CONSENT**

- 10.1 Any consent given by the Landlord under this lease may be granted subject to reasonable conditions.
- 10.2 No consent given by the Landlord under this lease shall imply that any consent required from a third party has been given and shall not obviate the need to obtain any consent required from a third party.

**11. DISPUTES BETWEEN TENANTS**

Save for any dispute arising under clause 8, any dispute between the Tenant and the Flat Tenants in relation to this lease, including any payment of costs, shall be resolved by the Landlord (or such other person as the Landlord shall appoint) whose decision shall be final and binding on the Tenant except on questions of law.

**12. JOINT AND SEVERAL LIABILITY**

Where the Landlord or the Tenant is more than one person, those persons shall in each case be jointly and severally liable for their respective obligations and liabilities arising under this lease. The Landlord may take action against, or release or compromise the liability of, or grant time or other indulgence to, any one of the persons comprising the Tenant, without affecting the liability of any other of them.

**13. ENTIRE AGREEMENT**

- 13.1 This lease constitutes the whole agreement between the parties and supersedes all previous discussions, correspondence, negotiations, arrangements, understandings and agreements between them relating to its subject matter.
- 13.2 Each party acknowledges that in entering into this lease it does not rely on and shall have no remedies in respect of, any representation or warranty (whether made innocently or negligently) before the date of this lease.
- 13.3 Nothing in this clause shall limit or exclude any liability for fraud.

**14. NOTICES**

- 14.1 A notice given under or in connection with this lease shall be:

- (a) in writing and for the purposes of this clause a fax or an email is not in writing;
  - (b) given to the Landlord by:
    - (i) leaving it at the Landlord's address given in clause 14.5; or
    - (ii) sending it by pre-paid first-class post or other next working day delivery service at the Landlord's address given in clause 14.5;
  - (c) given to the Tenant by:
    - (i) leaving it at the Property; or
    - (ii) sending it by pre-paid first-class post or other next working day delivery service at the Property.
- 14.2 If a notice is given in accordance with clause 14.1, it shall be deemed to have been received:
- (a) if delivered by hand, at the time the notice is left at the proper address; or
  - (b) if sent by pre-paid first-class post or other next working day delivery service, on the second working day after posting.
- 14.3 This clause does not apply to the service of any proceedings or other documents in any legal action or, where applicable, any arbitration or other method of dispute resolution.
- 14.4 Section 196 of the Law of Property Act 1925 shall otherwise apply to notices given under this lease.
- 14.5 The Landlord's address for service is Assistant Director of Housing, West Offices, Station Rise, York, YO1 6GA or such other address as the Landlord may notify to the Tenant from time to time.

## 15. **CONTRACTS (RIGHTS OF THIRD PARTIES) ACT 1999**

A person who is not a party to this lease shall not have any rights under the Contracts (Rights of Third Parties) Act 1999 to enforce any term of this lease. This does not affect any right or remedy of a third party which exists, or is available, apart from that Act.



**16. VAT**

Any obligation to pay money refers to a sum exclusive of VAT and the amount of any VAT payable in addition (whether by the Landlord or by the Tenant) shall be paid by the Tenant to the Landlord.

**17. GOVERNING LAW**

This lease and any dispute or claim arising out of or in connection with it or its subject matter or formation (including non-contractual disputes or claims) shall be governed by and construed in accordance with the law of England and Wales.

**18. JURISDICTION**

Save for any dispute arising under clause 8, each party irrevocably agrees that the courts of England and Wales shall have [exclusive OR non-exclusive] jurisdiction to settle any dispute or claim arising out of or in connection with this lease or its subject matter or formation (including non-contractual disputes or claims).

This document has been executed as a deed and is delivered and takes effect on the date stated at the beginning of it.

**Schedule 1 The Property**

1. The [NUMBER OF FLOOR LEVEL] floor of the Building known as [ADDRESS OF FLAT], the floor plan[s] of which [is] [are] shown edged red on Plan 1 including:
  - (a) the internal plaster, plasterboard and surface finishes of all walls;
  - (b) the whole of any internal, non-load bearing walls that are entirely within the Property;
  - (c) the inner half (severed medially) of the non-load bearing walls dividing the Property from any other parts of the Building;
  - (d) the floorboards floor screed or other floor surfaces above the joists or other structural floor supports supporting them;
  - (e) the ceiling plaster, plasterboard or other ceiling surface below the joists or other structural ceiling supports supporting them;
  - (f) glazing and fittings to external windows
  - (g) all Service Media exclusively serving the Property;
  - (h) [the floor surface only of the balcony;]
  
  - (i) all Landlord's fixtures and fittings in the Property; [and]
  - (j) all additions and improvements to the Property[.];[and]
  - (k) [Pipework serving the property and not the building.]
2. The property shall not include attic/loft space unless specified.
3. The Property shall not include any of the Retained Parts.

**Schedule 2 The Rights****1. SHELTER AND PROTECTION**

The right of support, shelter and protection from other parts of the Building, to the extent existing at the date of this lease.

**2. ACCESS TO AND FROM THE PROPERTY**

A right of way for the Tenant and all persons authorised by the Tenant at all times on foot only, or with vehicles where appropriate, over and along those parts of the Common Parts which afford access to and egress from the Property Provided that the Landlord may, at its discretion, change the route of any means of access to or egress from the Property by giving notice to the Tenant.

**3. USE OF RETAINED PARTS**

The right for the Tenant and all persons authorised by the Tenant:

- (a) to use the dustbin[s] in the Refuse Area for the purpose of depositing normal domestic rubbish;
- (b) to use any part of the external areas forming part of the Common Parts for normal quiet recreational purposes only.

**4. SERVICE MEDIA**

The right to use and to connect into any Service Media in the Building that serve the Property and which are in existence at the date of this lease or are installed or constructed during the period of [INSERT AGREED PERIOD] years from the commencement of the Term (provided that the Landlord may, at its discretion, re-route or replace any such Service Media at any time and the right shall then apply in relation to the Service Media as re-routed or replaced).

**5. ACCESS TO OTHER PARTS OF THE BUILDING**

The right to enter other parts of the Building with or without agents, professional advisers, workmen and equipment so far as is reasonably necessary to inspect or carry out any works to the Property required or permitted by this lease but at all times subject to compliance with the Conditions for Entry.

**Schedule 3 The Reservations****1. SHELTER AND PROTECTION**

All rights of support, shelter and protection from the Property to the extent those rights are capable of being enjoyed at any time during the Term.

**2. LIGHT AND AIR**

All rights of light and air to the extent those rights are capable of being enjoyed at any time during the Term.

**3. SERVICE MEDIA**

The right to use and to connect into any Service Media at the Property which serve other parts of the Building and which are in existence at the date of this lease or are installed or constructed during the period of 80 years from the commencement of the Term.

**4. ACCESS TO THE PROPERTY**

Subject to compliance with the Conditions for Entry, the right to enter the Property with or without agents, professional advisers, workmen and equipment so far as is reasonably necessary:

- (a) to inspect or carry out works to the Retained Parts or the Flats;
- (b) to inspect, repair, maintain, install, re-route or replace any Service Media serving any other part of the Building;
- (c) to inspect the state of repair and condition of the Property (following which the Landlord may give the Tenant notice of any breach of the Tenant Covenants relating to the repair or condition of the Property);
- (d) to carry out any works needed to remedy the breach set out in any notice served under paragraph 4(c) if the works have not been carried out by the Tenant to the reasonable satisfaction of the Landlord within the time period specified in the notice;
- (e) for any other purpose mentioned in or connected with this lease, the Reservations or the Landlord's interest in the Building and the Landlord's Neighbouring Property.

**5. DEVELOPMENT**

The full and free right at any time during the Term to develop any part of the Building (other than the Property) and the Landlord's Neighbouring Property

and any neighbouring or adjoining property in which the Landlord acquires an interest during the term as the Landlord may think fit.

**6. ALTERATION AND SUSPENSION OF RIGHTS**

6.1 The right to re-route and replace any Service Media at the Building over which Rights are granted.

**7. [[OTHER]**

**[ANY OTHER SPECIFIC RIGHTS THAT NEED TO BE RESERVED.]**

**Schedule 4 Tenant Covenants****1. RENT**

- 1.1 To pay the Rent to the Landlord in advance on or before the Rent Payment Date by standing order or by any other method that the Landlord from time to time requires by giving notice to the Tenant.
- 1.2 The first instalment of the Rent shall be paid on the date of this lease and shall be the proportion, calculated on a daily basis, of the Rent payable from the date of this lease until the day before the next Rent Payment Date.

**2. SERVICE CHARGE**

- 2.1 To pay the Service Charge for each Service Charge Year within 14 days of the Certificate Service Date.
- 2.2 In relation to the Service Charge Year current at the date of this lease, the Tenant's obligations to pay the Service Charge shall be by way of 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 gutter 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.
- 2.3 Without prejudice to paragraph **Error! Reference source not found.**3.1(c) of Schedule 4, where the Landlord provides any Service by reason of the damage to or destruction of the Retained Parts by an Insured Risk, the costs of that Service shall not be included in the Service Charge.

**3. INTEREST ON LATE PAYMENT**

To pay interest to the Landlord at the Default Interest Rate (both before and after any judgment) on any Rent, Service Charge or other payment due under this lease and not paid within 14 days of the date it is due. Such interest shall accrue on a daily basis for the period from the due date to and including the date of payment.

**4. RATES AND TAXES**

4.1 To pay all present and future rates, taxes and other impositions and outgoings payable in respect of the Property, its use and any works carried out there, other than:

- (a) any taxes payable by the Landlord in connection with any dealing with or disposition of the reversion to this lease; and
- (b) any taxes, other than VAT and IPT, payable by the Landlord by reason of the receipt of any of the rents due under this lease.

4.2 To pay:

- (a) the Tenant's Proportion of any such rates, taxes or other impositions and outgoings that are payable in respect of the Building; and
- (b) a fair and reasonable proportion determined by the Landlord of any such rates, taxes or other impositions and outgoings that are payable in respect of the Property together with other land (whether or not including any other part of the Building).

**5. UTILITIES**

5.1 To pay all costs in connection with the supply and removal of electricity, gas, water, sewage, telecommunications, data and other services and utilities to or from the Property.

5.2 To comply with all laws and with any recommendations of the relevant suppliers relating to the use of those services and utilities and the Service Media at or serving the Property.

**6. COSTS**

To pay on demand the costs and expenses of the Landlord (including any solicitors', surveyors' or other professionals' fees, costs and expenses and any VAT on them) reasonably incurred by the Landlord (both during and after the end of the Term) in connection with or in contemplation of any of the following:

- (a) the enforcement of any of the Tenant Covenants;
- (b) preparing and serving any notice in connection with this lease under section 146 or 147 of the Law of Property Act 1925 or taking any proceedings under either of those sections, notwithstanding that forfeiture is avoided otherwise than by relief granted by the court;

- (c) preparing and serving any notice in connection with this lease under section 17 of the Landlord and Tenant (Covenants) Act 1995;
- (d) preparing and serving any notice under paragraph 4(c) of Schedule 3; or
- (e) any consent applied for under this lease, whether or not it is granted (except to the extent that the consent is unreasonably withheld or delayed by the Landlord in circumstances where the Landlord is not entitled to unreasonably withhold or delay consent).

## **7. ALTERATIONS**

- 7.1 Not to make any external or structural alteration or addition to the Property or make any opening in any boundary of the Property or cut or maim any structural parts of the Building.
- 7.2 Not to make any internal, non-structural alteration or addition to the Property, or alteration to the plan, design or elevation of the Property, without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.
- 7.3 Not to install, alter the route of, damage or remove any Service Media at the Property, without the prior written consent of Housing Services (The Landlord), such consent not to be unreasonably withheld or delayed.
- 7.4 Not to construct any garage, carport, shed, pigeon loft, greenhouse, fence, wall or any other building without the prior written permission of Housing Services.

## **8. PARKING AND ACCESS**

- 8.1 Not to park or drive a motor vehicle, caravan or boat within the boundaries of your home, or over council owned grass verges without providing a hard standing and a car crossing. You must also not allow members of your household or visitors to your home to do this either. You must get written permission from us before any work to construct a hard standing and pavement crossing is begun.

## **9. ASSIGNMENT AND UNDERLETTING**

- 9.1 Not to assign part of this lease or underlet, charge or part with possession of part only of the Property.



- 9.2 Not to assign the whole of this lease, or underlet or part with possession of the whole of the Property, during the last seven years of the Term without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.
- 9.3 Not to assign the whole of this lease to a limited company without the prior written consent of the Landlord, such consent not to be unreasonably withheld or delayed.
- 9.4 Not to assign the whole of this lease unless the Tenant has first:
- (a) paid to the Landlord any Rent, Service Charge, or other sums payable under this lease which have fallen due before the date of assignment; and
  - (b) provided the Landlord with an address for service in England or Wales if the assignee or transferee is not resident in England or Wales or is a limited company not registered within England or Wales.
- 9.5 Not to underlet the whole of the Property unless:
- (a) the underlease is on an assured shorthold tenancy agreement or any other tenancy agreement whereby the tenant does not obtain security of tenure on expiry or earlier termination of the term;
  - (b) the underlease contains covenants substantially the same as those contained in the Regulations, other than the Regulation contained in paragraph 31(a) of Schedule 5; and
  - (c) the underlease provides that the undertenant must not do anything that would or might cause the Tenant to be in breach of the Tenant Covenants.
- 9.6 Within one month of any assignment, underletting for more than one year, charge, parting with possession of or any other devolution of title to this lease or the Property to serve notice on the Landlord the Landlord's solicitors giving details and to:
- (a) provide a certified copy of the transfer or other instrument of devolution of title; and
  - (b) pay the Landlord's or the Landlord's solicitor's, reasonable registration fee which shall be no less than Thirty Pounds plus VAT in respect of each document produced.
- 9.7 Until the end of the period of ten years from the date of this Lease the Tenant will not make a Relevant Disposal of the Property which is not an Exempt Disposal unless the prescribed conditions as defined in s.188 of the Housing

Act 2004 and s.156A of the Housing Act 1985 (Right of first refusal for Landlord) have been satisfied in relation to that or a previous such disposal

- 9.8 To make the payment to the Landlord provided for in Section 155 of the Act on any first Relevant Disposal of the Property which is not an Exempt Disposal with the period specified in Section 155 of the Act.

#### **10. REPAIR AND DECORATION**

- 10.1 To keep the Property in good repair and condition throughout the Term (provided that the Tenant shall not be liable to repair the Property to the extent that any disrepair has been caused by an Insured Risk, unless and to the extent that the policy of insurance of the Property has been vitiated or any insurance proceeds withheld in consequence of any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any person at the Property with the express or implied authority of any of them).

- 10.2 To renew and replace from time to time all Landlord's fixtures and fittings at the Property which may become beyond repair at any time during the Term.

#### **11. COMPLIANCE WITH LAWS AND NOTICES**

- 11.1 To comply with all laws relating to the Property, its use by the Tenant and any works carried out at it.

- 11.2 To comply with all laws relating to the use of the Retained Parts by the Tenant.

- 11.3 To carry out all works that are required under any law to be carried out at the Property (without prejudice to any obligation on the Tenant to obtain any consent under this lease).

- 11.4 Within one week after receipt of any notice or other communication affecting the Property or the Building (and whether or not served pursuant to any law) to:

- (a) send a copy of the relevant document to the Landlord; and
- (b) in so far as it relates to the Property or the Tenant's use of the Retained Parts, take all steps necessary to comply with the notice or other communication and take any other action in connection with it as the Landlord may reasonably require.

**12. NOTIFY DEFECTS**

To give notice to the Landlord of any defect in or want of repair or damage to the Property or Building for which the Landlord may be responsible under this lease or any law, as soon as the Tenant becomes aware of it.

**13. THIRD PARTY RIGHTS**

13.1 To comply with all obligations on the Landlord relating to the Third Party Rights insofar as they relate to the Property (and the exercise by the Tenant of the Rights) and not do anything (even if otherwise permitted by this lease), that may interfere with any Third Party Right.

13.2 To allow the Landlord and any other person authorised by the terms of any Third Party Right to enter the Property in accordance with its terms.

**14. REMEDY BREACHES**

14.1 If the Landlord has given the Tenant notice of any breach of any of the Tenant Covenants relating to the repair or condition of the Property under paragraph 4(c) of Schedule 3, to carry out all works needed to remedy that breach as quickly as possible, and in any event within the time period specified in the notice (or immediately if works are required as a matter of emergency) to the reasonable satisfaction of the Landlord.

14.2 If the Tenant has not begun any such works within the time specified in the notice or is not carrying out the works with due speed [or has not completed such works to the reasonable satisfaction of the Landlord], to permit the Landlord (without prejudice to the Landlord's other rights in this lease) and all persons authorised by him, to enter the Property and carry out the works needed.

14.3 To pay to the Landlord on demand the costs [properly] incurred by the Landlord in carrying out any works pursuant to this clause (including any solicitors', surveyors' or other professionals' costs and expenses, and any VAT on them, assessed on a full indemnity basis).

**15. PERMIT ENTRY**

To permit all those entitled to exercise any right to enter the Property to do so subject to their compliance with the Conditions for Entry.

**16. INDEMNITY**

To indemnify the Landlord against all liabilities, expenses, costs (including but not limited to any solicitors', surveyors' or other professionals' costs and expenses, and any VAT on them, assessed on a full indemnity basis), claims, damages and losses (including but not limited to any diminution in the value of the Landlord's interest in the Building and loss of amenity of the Building) suffered or incurred by the Landlord arising out of or in connection with:

- (a) any breach of any of the Tenant Covenants; or
- (b) any act or omission of the Tenant, any undertenant or their respective workers, contractors or agents or any other person at the Property or the Building with the express or implied authority of any of them.

**17. RETURNING THE PROPERTY TO THE LANDLORD**

At the end of the Term to return the Property to the Landlord in good and substantial repair, condition and decoration and in accordance with the Tenant Covenants.

**Schedule 5 The Regulations**

4. Not to use the Property for any purpose other than for the Permitted Use or carry on any trade or business at the Property.
5. Not to hold any political meeting or sale by auction at the Property. Not to use the Property for any noisy, offensive, illegal purposes. . . . In particular the Council will not tolerate the property being used in connection with the possession, use, supply of, or dealing in illegal drugs or substances. You must not use the property, or supply from or in the neighbourhood of the property, any controlled drug or other substance that is illegal under the Misuse of Drugs Act 1971 or any part of the criminal law. You must make sure that no member of your household, or any lodger, sub-tenant or visitor carries out any such act. If they do, you will be responsible as if you had committed it yourself
  - a) Not to keep an illegal weapon on the property
  - b) Not to Threaten anyone at the property or in the locality with an offensive weapon
  - c) Not to use the property (including gardens, garages and outbuildings) for criminal, immoral or illegal purpose, including storing, selling or handling stolen, illicit or offensive goods
  - d) Not to draw graffiti on or otherwise damaging public property in the locality. You will be held responsible for the cost of repairing any malicious damage caused by anyone in your household, whether the damage is caused to the property which is the subject of this agreement, or any other property in the locality
  - e) Not to create or permit any noise which, in the opinion of the Council, causes a serious nuisance
  - f) Not to damage or allowing an animal you own, or are responsible for, to damage any property or belongings of City of York Council, any neighbours, any other tenant of ours, any other person living in the area near the property. If any member of your household, lodger, sub-tenant or visitor commits any such act, you will be held responsible
6. Not to do anything at the Property which may be or become a nuisance or annoyance, or cause loss, damage or injury, to the Landlord or the Flat Tenants or other occupiers of the Building or the occupiers of any neighbouring property.
7. Not do anything or cause anything to be done which, in our opinion, is likely to cause a danger to anyone in the property, building or the locality. Examples would include: -
  - The storage of dangerous and/or inflammable materials or fuels in the property, outbuildings, communal area or garden, including gas bottles

- The use of portable gas, oil or paraffin heaters in the property
  - Interference with equipment for detecting or putting out fires
  - Carrying out unsafe DIY, electrical or other work in the property
  - Throwing things out of windows or balconies
  -
8. Not to dispose of your household waste properly and you must take reasonable care to make sure that it does not become scattered in communal areas or in the area near the property, or cause a nuisance or annoyance to any person.
- (a) Not to throw any dirt, rubbish, rags or other refuse into the sinks, baths, lavatories, cisterns or waste soil pipes in the Property.
  - (b) Not to keep or deposit any rubbish at the Building, except suitably wrapped and sealed and placed in a dustbin in the Refuse Area.
9. Not to do anything which may cause any insurance of the Building to become void or voidable or which may cause an increased premium to be payable in respect of it (unless the Tenant has previously notified the Landlord and has paid any increased premium).
10. To comply with the requirements and recommendations of the insurers relating to the Property and the exercise by the Tenant of the Rights.
11. Not to overload any structural part of the Building nor any Service Media at or serving the Property or the Building.
12. Not to do anything which may lessen the support or protection given by the Property to other parts of the Building.
13. Not to keep any of the following animals at the Property:
- (i) Any dog the Dangerous Dogs Act 1991 applies to.
  - (ii) Any animal the Dangerous Wild Animals Act 1976 applies to.
  - (iii) Any other animal that poses a danger, or threat of danger to the Tenant's neighbours and the public, or anyone living in the locality of the Building.
  - (iv) Any livestock not suitable for a domestic environment.
  - (v) Any animal which causes a health and safety risk in the area.
  - (vi) Any animal which is not bred as a domestic pet.

14. Not to keep any pet, pets or other animals at the Property or in the Common Parts or other parts of the Building without the prior permission of the Landlord who:
  - (i) Will only refuse permission for the keeping of animals other than listed in paragraph 12 above where they consider that it is unsuitable for the Tenant to keep a pet, pets or animals or for any other appropriate reason such as a proven history of animal neglect.
  - (ii) Reserve the right to withdraw permission if the pet, pets or animals are causing a nuisance or compromise health and safety for the Tenant or other persons or animals. .
  - (iii) reserve the right to restrict the number of animals the Tenant may keep, or to require the Tenant to remove them altogether by withdrawing permission to keep them.
15. Not without the prior permission of the Landlord to breed from any animal or animals which the Tenant keeps at the Property or in the Common Parts or other parts of the Building. Permission will not be granted where breeding is for commercial gain or will cause nuisance to others. Each incidence of breeding will need permission.
16. Not to allow any animals or pets which the Tenant owns, is responsible for, or that are visiting the Property to cause annoyance or nuisance to neighbours and the public or anyone living in the locality of the Building or to cause damage to the Property or other parts of the Building or the Common Parts.
17. Not to allow the Property or the Common Parts to become unhygienic due to a build up of any faeces from any pet(s) belonging to the Tenant or members of the Tenant's household.
18. To clean up any faeces deposited in the Common Parts by any pet(s) belonging to the Tenant or members of the Tenant's household.
19. Not to keep any animals in any Common Parts.
20. To keep under control any animals which the Tenant owns or is responsible for including any animals which any visitors bring to the Property and to keep any dog(s) belonging to the Tenant or members of the Tenant's household on a lead when outside the Property including when in any Common Parts.
21. To reasonably and suitably restrain any animal kept at the Property when any City of York Council employee, contractor or subcontractor visits the Property in the course of their duties or business.

22. Not to stop up, darken or obstruct any windows at the Property or Building or do anything else which may obstruct the flow of light or air to the Property or any other part of the Building.
23. Not to sing or dance or play any musical instrument or equipment for making or reproducing sound or to act in such a manner so as to be audible outside the Property or so as to cause annoyance to the Flat Tenants or any other occupiers of the Building or the occupiers of any neighbouring property.
24. Not to decorate the exterior of the Property in any way [other than the entrance door to the Property].
25. Not to put any sign, plate, writing or drawing of any kind on any part of the exterior of the Property or in any window so as to be seen from the outside [without the prior written consent of The Landlord,].
26. Not to fix any television or radio aerial, satellite dish or receiver on the Building without (The Landlord), prior written consent.
27. Not to place any "For Sale" or "To Let" sign on the Building without the Landlord's prior written consent.
28. Not to play or loiter on the Common Parts or make any avoidable noise on the Common Parts [between the hours of [TIME] and [TIME]].
29. Not to leave any bicycle, pushchair or any other item on the Common Parts or obstruct them in any way.
30. Not to park any vehicles on the external areas of the Retained Parts.
31. To observe and perform the Tenant Covenants contained in:
  - (a) Paragraph 10 of Schedule 4; and
  - (b) Paragraph 15 of Schedule 4.
32. To comply with all variations of these Regulations and all other [reasonable and proper] regulations made by the Landlord or their agents from time to time in accordance with the principles of good estate management and notified to the Tenant that relate to:
  - (a) the use of the Retained Parts;
  - (b) the management of the Building and the welfare of its occupants;  
and



- (c) the use of any Service Media, structures or other items outside the Building that are used or capable of being used by the Building in common with other land.#
33. Not to commit or allow members of or visitors to your household to commit any form of harassment on the grounds listed in The Equality Act 2010 (Protected Characteristics) which may interfere with the peace and comfort of, or cause offence to any others residing in, visiting or offering services in the locality.
34. Not to do anything or cause anything to be done which, in our opinion, is likely to cause nuisance, annoyance or harassment to others residing in, visiting or offering services in the locality. This includes the use of any words or the performance of any acts (including graffiti and damage to property), which are likely to be abusive or insulting on any grounds including colour, race, nationality, sexual orientation, gender, religion or disability.
35. Not to cause harassment related to a relevant protected characteristic as defined by The Equalities Act 2010 and must take all reasonable steps to prevent anyone living in or visiting the property from doing so. Discrimination, intimidation or harassment because of will include any act of verbal or physical abuse directed at individuals or groups, when the victim believes that the attack is of a racist nature related to a relevant protected characteristic or there is direct evidence of a motive due a persons protected characteristic. If you are found guilty of this type of harassment then you will be breaking the conditions of your tenancy
36. Not to physically or verbally abuse City of York Council employees or contractors, or intimidate them in any other way. Physical abuse includes any actual or threatened assault, attack, violent act or aggression directed towards any of our employees. You must make sure that no member of your household, or any lodger, sub-tenant or visitor commits any such act. If they do you will be held responsible as if you had committed it yourself.

**Schedule 6 Landlord Covenants****1. QUIET ENJOYMENT**

So long as the Tenant pays the rents reserved by and complies with its obligations in this lease, the Tenant shall have quiet enjoyment of the Property without any interruption by the Landlord or any person claiming under the Landlord except as otherwise permitted by this lease.

**2. INSURANCE**

2.1 In relation to any insurance effected by the Landlord under this lease, the Landlord shall:

- (a) at the request of the Tenant supply the Tenant with a copy of the insurance policy and schedule;
- (b) notify the Tenant of any change in the scope, level or terms of cover [as soon as reasonably practicable after][within five working days after] the Landlord has become aware of the change;
- (c) use reasonable endeavours to procure that the insurance policy contains a non-invalidating provision in favour of the Landlord in respect of any act or default of the Tenant or any other occupier of the Building; and
- (d) procure that the interest of the Tenant and its mortgagees are noted on the insurance policy, either by way of a general noting of tenants' and mortgagees' interests under the conditions of the insurance policy or (provided that the Landlord has been notified of any assignment to the Tenant pursuant to paragraph 9.6 of Schedule 4) specifically.

**3. REBUILD FOLLOWING DAMAGE OR DESTRUCTION**

If the Building or any part of it is damaged or destroyed by an Insured Risk, the Landlord shall:

- (a) promptly make a claim under the insurance policy for the Building;
- (b) notify the Tenant immediately if the Landlord's insurer indicates that the Reinstatement Cost will not be recoverable in full under the insurance policy, and, where appropriate, pursue any of the Flat Tenants in respect of any monies that the insurers of the Building refuse to pay by reason of any act or omission of the Flat Tenants or any undertenant, their workers, contractors or agents or any person at the Building with the express or implied authority of any of them;

- (c) promptly take such steps as may be necessary and proper to obtain all planning and other consents to repair (or as the case may be) rebuild the Building;
- (d) subject to obtaining such consents, use any insurance money received (other than for loss of Rent and Service Charge and any money received from the Tenant under paragraph **Error! Reference source not found.**3.1(c) of Schedule 4 promptly to repair the damage in respect of which the money was received or (as the case may be) to rebuild the Building; and
- (e) subject to obtaining such consents, provide premises or facilities equivalent in size, quality and layout to those previously at the Building but if the relevant consents cannot be obtained for premises or facilities equivalent in size, quality and layout to those previously at the Building to provide premises and facilities that are reasonably equivalent to those previously at the Building.

#### **4. SERVICES AND SERVICE COSTS**

- 4.1 Subject to the Tenant paying the Service Charge, to provide the Services.
- 4.2 As soon as reasonably practicable after the end of each Service Charge Year, the Landlord shall prepare and send to the Tenant the Certificate for that Service Charge Year.
- 4.3 To keep accounts, records and receipts relating to the Service Costs incurred by the Landlord and to permit the Tenant, on giving reasonable notice, to inspect the accounts, records and receipts by appointment with the Landlord.
- 4.4 To consult with leaseholders where work is proposed as defined under Section 20 Landlord and Tenant Act 1985 (as amended by S151 of the Commonhold and Leasehold Reform Act 2002) and recover these costs at the end of each Service Charge Year.

#### **5. LEASES OF FLATS**

- 5.1 To ensure that every lease of the Flats granted by the Landlord for an original term of over 21 years is in substantially the same form as this lease and contains covenants substantially the same as the Regulations.
- 5.2 Until such time as the Landlord grants leases of the Flats to maintain and repair the Flats to the extent that no physical damage is caused to the Property. For the avoidance of doubt, this covenant will automatically lapse once leases of the Flats have been granted.

**6. ENFORCEMENT OF COVENANTS AGAINST THE FLAT TENANTS**

At the written request of the Tenant to enforce or assist the Tenant in enforcing the Regulations against the Flat Tenants provided that:

- (a) the Tenant shall indemnify the Landlord in writing against all costs and expenses of such enforcement (including any solicitors', surveyors' or other professionals' costs and expenses, and any VAT on them, assessed on a full indemnity basis);
- (b) the Landlord shall not be required to take any action or incur any costs under this clause until the Tenant has given to the Landlord such security as the Landlord shall in its reasonable discretion require;
- (c) the Tenant shall join in any action or proceedings if so requested by the Landlord.

**Schedule 7 Services and Service Costs****Part 1. The Services****1. SERVICES**

The **Services** are:

- (a) cleaning, maintaining, decorating, repairing and replacing the Retained Parts and remedying any inherent defect;
- (b) providing heating to the internal areas of the Common Parts during such periods of the year as the Landlord reasonably considers appropriate, and cleaning, maintaining, repairing and replacing the heating machinery and equipment;
- (c) lighting the Common Parts and cleaning, maintaining, repairing and replacing lighting, machinery and equipment on the Common Parts;
- (d) cleaning, maintaining, repairing and replacing the furniture, fittings and equipment in the Common Parts;
- (e) [cleaning, maintaining, repairing [and replacing] the lifts and lift machinery and equipment on the Common Parts;]
- (f) cleaning, maintaining, repairing, operating and replacing security machinery and equipment (including closed circuit television) on the Common Parts;
- (g) cleaning, maintaining, repairing, operating and replacing fire prevention, detection and fighting machinery and equipment and fire alarms on the Common Parts;
- (h) cleaning, maintaining, repairing and replacing refuse bins on the Common Parts;
- (i) cleaning the outside of the windows of the Building;
- (j) cleaning, maintaining, repairing and replacing signage for the Common Parts;
- (k) [maintaining any landscaped and grassed areas of the Common Parts;]
- (l) cleaning, maintaining, repairing and replacing the floor coverings on the internal areas of the Common Parts;
- (m) [providing [security] [reception] [cleaning and maintenance] staff for the Building;]
- (n) effecting and maintaining insurance of the Building against loss or damage caused by any of the Insured Risks with reputable insurers,

on fair and reasonable terms that represent value for money, for an amount not less than the Reinstatement Cost subject to:

- (A) any exclusions, limitations, conditions or excesses that may be imposed by the Landlord's insurer; and
- (B) insurance being available on reasonable terms in the London insurance market.
- (o) [ANY OTHER SPECIFIC SERVICES REQUIRED]; and
- (p) any other service or amenity that the Landlord may in its reasonable discretion (acting in accordance with the principles of good estate management) provide for the benefit of the tenants and occupiers of the Building.
- (q) Any improvement work required to the block, building in which they are situate, communal area or housing land in the surrounding area

## **Part 2. Service costs**

### **1. SERVICE COSTS**

The **Service Costs** are the total of:

- (a) all of the costs reasonably and properly incurred or reasonably and properly estimated by the Landlord to be incurred of:
  - (a) providing the Services;
  - (b) the supply and removal of electricity, gas, water, sewage and other utilities to and from the Retained Parts;
  - (c) complying with the recommendations and requirements of the insurers of the Building (insofar as those recommendations and requirements relate to the Retained Parts);
  - (d) complying with all laws relating to the Retained Parts, their use and any works carried out at them, and relating to any materials kept at or disposed of from the Common Parts;
  - (e) complying with the Third Party Rights insofar as they relate to the Retained Parts;
  - (f) taking any steps (including proceedings) that the Landlord considers necessary to prevent or remove any encroachment over the Retained Parts or to prevent the acquisition of any right over the Retained Parts (or the Building as a whole) or to remove any obstruction to the flow of light or air to the Retained Parts (or the Building as a whole);

- (b) the costs, fees and disbursements reasonably and properly incurred of:
  - (a) managing agents employed by the Landlord for the carrying out and provision of the Services or, where managing agents are not employed, a management fee for the same;
  - (b) accountants employed by the Landlord to prepare and audit the service charge accounts; and
  - (c) any other person retained by the Landlord to act on behalf of the Landlord in connection with the Building or the provision of Services.
  - (d) Insuring against risks involving such repairs or improvements to the building which the demised premises are situate and all or any common parts or services
- (c) the costs of the salaries and employer costs (including pension, welfare and insurance contributions) and uniforms of security reception cleaning and maintenance staff for the Building and of all equipment and supplies needed for the proper performance of their duties;
- (d) all rates, taxes, impositions and outgoings payable in respect of the Retained Parts, their use and any works carried out on them (other than any taxes payable by the Landlord in connection with any dealing with or disposition of its reversionary interest in the Building); and
- (e) any VAT payable by the Landlord in respect of any of the items mentioned above except to the extent that the Landlord is able to recover such VAT.

Executed as a deed by  
The Council of the City of York  
by affixing its Common Seal in the  
presence of:

.....

.  
Authorised Signatory for and on  
behalf of Assistant Director of  
Governance and ICT

Signed as a deed by [NAME OF  
TENANT in the presence of:

.....

[SIGNATURE OF TENANT]

Witness  
Signature:.....

Witness  
Name:.....

Witness  
Address:.....

Witness  
Occupation:.....