

# **LONDON BOROUGH OF HARINGEY**

## **SPECIFICATION FOR THE Supplier Managed Private Sector Lease SCHEME**

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## 1. Introduction

- 1.1 This schedule sets out the specification for the Council's Private Sector Leasing Scheme (the **Scheme**).
- 1.2 This Specification forms schedule 3 of the Agreement between the Council and the Supplier, Temporary Accommodation Supplier Agreement.
- 1.3 The Agreement shall mean the Temporary Accommodation Supplier Agreement..
- 1.4 The Supplier shall have the same meaning as set out in the Supplier Agreement.
- 1.5 Property shall have the same meaning as set out in the Supplier Agreement.
- 1.6 Service User shall have the same meaning as set out in the Supplier Agreement.

## Housing Needs and Lettings Team

In the Haringey Council, the Housing Needs and Lettings Team (HNLT) is responsible for providing alternative housing solutions to homeless households including those households whose homeless applications are being assessed.

## Covid 19 – Pandemic Procedures

It is the Landlords responsibility to ensure that they keep up to with the current Public Health service to ensure that you are following all the up to date with the latest advice. You should make sure that you are following all the guidance when interacting with the council or tenants during visits to the property or making the property available for new tenants.

## 2 The Authorised Officer and the Supplier's Representative

The Authorised Officer (AO) and the Supplier's Representative (SR) shall be as defined in the Agreement.

## 3 Property Standards

- 3.1 [Appendix 1](#) contains the minimum property standards that Properties shall meet before they can be accepted for the Scheme (the **Minimum Property Standards**). If Suppliers are unsure about whether a Property is suitable for the Scheme, they must consult the AO **before** taking the Property on.

3.2 Suppliers shall identify properties that may be suitable for a household in which one or more members of the family have particular mobility needs, for example using a wheelchair or being unable to climb stairs. Properties with potential for such use shall be discussed with the AO who will arrange for a specialist officer to inspect the Property, as required.

#### 4 Notifications - HHLT

4.1 In order to inform the Council that a property is available, the Supplier must create the property as a location on <https://www.adamhousing.co.uk/> Details of what information must be provided when creating the property listing is set out on <https://www.adamhousing.co.uk/> Once the location has been created, the supplier must enrol the property to the Property Transactional Process (PTP) . When doing so, the supplier will answer questions about the property for example, the number of bedrooms. The questions can be found and along with full step by step instructions on how to complete these steps on the system in the User Guide at <http://demand.sproc.net>. Properties that are not yet available can be created onto the system and once they become available, the supplier can change the status of the property to available.

4.2 In the event that <https://www.adamhousing.co.uk/> is not functioning [Appendix 2](#) contains the Ready For Letting Notification Form that shall be sent by electronic mail through to the AO when a Property is ready for letting (the **Ready For Letting Notification Form**).

#### 5 Certificates/Approvals

5.1 The AO shall receive a copy of the NICEIC electrical safety certificate and the CP12 Gas safety certificate and the Energy Performance Certificate 5 working days before the Property is accepted.

5.2 All Properties accepted for the Scheme shall have suitable buildings insurance and the AO shall receive a copy of this insurance before a Property is accepted.

5.3 Proof of planning permission and building control approval shall be provided to the AO (properties may be accepted subject to a Certificate of Lawfulness being provided at the AO's discretion) for Properties which are flats in converted buildings or houses with loft or other extensions or newly built before the Property is accepted for the Scheme.

5.4 Proof that the beneficial owner of the Property is able to enter into an agreement with the Supplier who is also properly empowered to enter into a Property Agreement with the Council

shall be provided to the AO before the Property is accepted. These documents must be up to date and shall include (but not limited to) up to date official copies of the entries in Land Registers and filed plans, certified copies of leases, power of attorneys and any other documents required by the Council.

- 5.5 Photographs shall also be taken of each Property and made available by the Supplier on the property listings page and updated when any major work has been completed that changes the property.
- 5.6 The Councils shall require confirmation that the address is registered for the payment of council tax for all Properties prior to approval.

## **6 Notification and Letting Process for HNLТ.**

- 6.1 The Council will give Suppliers indicative, non contractually binding estimates of the number of Properties required annually in advance. The Supplier will supply individual notification of potential properties, including address, property type, size name and address of landlord and lease rent as and when these are available.
- 6.2 The Council will confirm whether a specific property is required or not within 2 days of receipt of the notification. Subject to these indicative estimates the AO will specify at such time periods as the AO may from time to time decide the number and other attributes of the Properties to be provided by the Supplier in an Accommodation Supply Request.
- 6.3 Suppliers are required to have a proportion of their potential Properties inspected and approved by the AO before they can be accepted as ready for letting. Suppliers shall cooperate in arranging prompt inspection appointments for any Property selected by the AO for inspection. Any works requested by the AO must be satisfactorily completed before the Property can be deemed ready for letting.
- 6.4 One week before the Property is ready for letting, the Supplier shall send a Ready for Letting Notification Form to the Private Contract Team and Temporary Accommodation Team along with all the documents set out in section 6 to the AO in the form and way prescribed by the AO. When completing the Ready For Letting Notification Form, the Supplier shall enter the date that the Property is notified to the AO in the 'date sent' box and the date that it will actually be ready for occupation in the 'date ready for letting' box (the **Ready to Let Date**). The AO's receipt of the Ready For Letting Notification Form shall be confirmed by a phone call from the Supplier. Forms received after 3 p.m. shall be treated as having been received on the next working day. The AO requires notification a week before the Property is ready

- to allow sufficient time for a Service User to be allocated to the Property. The Supplier shall inform the AO immediately if the expected Ready to Let Date is delayed or revised in any way.
- 6.5 The Supplier will allow access to the HNLТ for the property inspection within 2 working days, if this is required. If the Property does not conform to the Council's standard, it will not be accepted.
- 6.6 The AO shall arrange to have a Service User allocated to the Property, within one working day on receipt of confirmation that the property is ready to let.
- 6.7 The AO shall contact the Supplier to book an appointment for the allocated Service User to attend a Welcome Visit. The visit shall take place within 3 working days.
- 6.8 The AO shall contact the allocated Service User to advise of the offer and Welcome Visit appointment details, in addition to informing them of the sign up interview. The sign up interview will take place within 3 working days.
- 6.9 The AO shall send the Service User's details to the Supplier prior to the viewing.
- 6.10 If the Service User fails to attend the Welcome Visit, the Supplier shall inform the AO before 5pm that day.
- 6.11 HNLТ will contact the Service User within 24 hours to re-arrange the Welcome Visit.

- 6.12 If the Service User fails to attend the sign - up interview then HNLТ will notify the Supplier immediately. The AO will arrange for its' duty to be discharged.
- 6.13 If the Service User views the Property at the Welcome Visit and does not believe that the offer is reasonable, they have the opportunity to request a review. This involves the Service User filling out a review form. . The Council's review officer shall consider this and make a decision as to whether the offer is reasonable. The AO shall keep the Supplier informed about what is happening.
- 6.14 If the review is accepted, HNLТ will arrange for a new Service User to be allocated the Property.
- 6.15 If the Service User accepts the Property (or the review is rejected), then it is necessary to sign a non secure tenancy agreement. The prospective tenant will need to sign a non-secure tenancy agreement. A copy of the non secure tenancy agreement to be entered into by the Council and the Service User is attached at [appendix 3](#) (the **Tenancy Agreement**).
- 6.16 After the Tenancy Agreement is signed, the Service User will provide the Supplier with a copy of the Tenancy Agreement and a passport sized photograph of all adults in the household. The Supplier shall issue keys to the Property to the Service User as well as the welcome pack as described in [section 9](#) below, during the Welcome Visit. The Service User must sign a receipt for the keys, which the Supplier shall keep on file. Suppliers shall keep the Property and Service User records for at least 12 months after a Service User has moved out of a Property, in case of any future disputes.
- 6.17 If a Property has been notified to the AO as ready for letting and is subsequently found not to be ready, for any reason, then a revised Ready to Let Date shall be notified to the AO before the Property can be accepted for the Scheme. No payment shall be made until the Property is actually ready for letting. The AO will keep a record of any Property that has been found to be not ready after the Ready for Letting Notification Form has been received.
- 6.18 Every Monday, Suppliers shall complete and forward to the AO a weekly list of any Homes that have been notified to the AO that do not yet have a signed up Service User. This is to help ensure that Service Users are matched to all available Homes as soon as possible. A model Weekly List Of Properties Ready to Let Form can be found at [Appendix 4](#) for this purpose].



6.19 The time limits set out in this section 7 are indicative only although the Council will endeavour to comply with these procedures within the time stated there are times when due to operational reason it any not be possible to adhere strictly to the time limits and delays might occur. Where delays are likely to occur the HNLТ shall informed the Supplier of how long it will take to comply with the procedure.

## 7. Lease Agreements and Management Agreements

- 7.1 [Appendix 20](#) contains the Template Lease Agreement and [Appendix 21](#) contains the Template Management Agreement between the Council and the Supplier. The Council's lawyers shall as soon as a new Property is accepted for the Scheme draw up the lease and management agreements for each new Property in the forms attached at [appendix 20](#) (the **Lease**) and [appendix 21](#) (the **Management Agreement**) respectively and forward them to the Supplier.
- 7.2 The Supplier shall forward to the AO two signed copies of each of the Lease and the Management Agreement to the AO within 3 weeks of the start date of the Lease. The start date of the Lease shall be the Ready to Let Date. The first two weeks of the term of Lease shall be rent free in accordance with the Lease. The AO shall arrange for the Lease and the Management Agreement to be signed and sealed by the Council. One copy of each of the Lease and the Management Agreement (the 'counterparts') shall be returned to the Supplier. The Council will only sign and seal the Lease if all the documents required under section 6 has been provided. If any documents are missing the rent free period will be extended and shall end on the date the Lease is entered into.

## 8. Information to be provided to Tenants

- 8.1 Each Supplier shall provide the following information to the Service User on the date the Tenancy Agreement is entered into in a welcome pack (the **Welcome Pack**):
- The Supplier's name and address.
  - The name and contact details of the Service User's Housing Officer.
  - Contact details for repairs and maintenance (including the emergency repairs service).
  - Responsibilities of the Supplier.
  - Responsibilities of the Service User.
  - The Supplier's Complaints Procedure (as defined in section 15).
  - Location map of the Supplier's offices.
  - Local information on schools.

## **9 Repairs Performance**

- 9.1 Repairs shall be carried out quickly and without fuss or inconvenience to the Service User.
- 9.2 The Service User shall be informed fully of the repairs reporting procedure and repairs priorities in the Welcome Pack.
- 9.3 Suppliers shall draw up a repairs procedure in accordance with and to comply with this section (the **Repairs Procedure**). Suppliers shall submit their proposed Repairs Procedure to the AO for approval, which will not be unreasonably delayed or withheld. Approval to the Repairs Procedure shall be a pre-condition to accepting any Property from the Supplier under the terms of this agreement.
- 9.4 Suppliers are responsible for ensuring that repairs and maintenance to Properties are carried out within the time scales required by this section. They shall operate an effective, 24 hours a day, repairs reporting service for Service Users, 365 days a year. Repairs shall be carried out quickly and to a high standard which minimises inconvenience to Service Users. Service Users shall be informed fully about the Repairs Procedure and the timescale for any work scheduled, including an expected completion date.
- 9.5 A Repairs Procedure shall contain the following elements:
- a It should deal with logging, prioritising and the carrying out of repairs,
  - b The Service User should be aware of the Supplier's repairs reporting procedure and the Supplier's repairs policy, all repairs shall be allocated a reference number which shall be given to the Service User,
  - c Repairs shall be prioritised in accordance with the Supplier's repairs priority procedure and the repairs priority list set out at [appendix 5](#) (the **Repairs Priority List**),
  - d Service Users shall be told when the repairs will be carried out and if more than one call is required, Service Users shall be given as full a timetable and explanation as possible,
  - e Service Users shall be informed of any delays and given new appointment times,
  - f Appointments shall be made for all repair calls,

g The Supplier shall contact the Service User after the completion of each and every repair to confirm that the work has been completed to the satisfaction of the Service User. A note of every contact shall be placed on the Service User's file. If the repair has not been completed to the Service User's satisfaction the Supplier shall make appropriate arrangements to do this and/or note on the file where the Supplier does not agree with the Service User's view.

h A repair reported by the AO shall be notified to the AO on completion, and

9.6 Service Employees shall carry identification and authorisation from the Supplier. Service Employees/Suppliers shall never enter the property when a child is home alone without an adult being present (see section 25 Child Protection below).

## 10. Tenant Conduct

10.1 Where a complaint is made about a Service User's behaviour or the behaviour of a member of the Service User's household or a visitor to the Service User's household, the Supplier shall follow the process set out below.

10.2 Once a complaint has been received, the Supplier shall investigate the circumstances and establish the facts. The investigation shall include an interview with the Service User and, if possible, the complainant. This shall allow both parties an opportunity to discuss the complaint and to offer any explanations for the subject of the complaint. A written record shall be kept of the interview and kept on the Service User's file along with any supporting evidence relating to the complaint.

10.3 If the complaint is upheld, the Supplier shall warn the Service User, in writing, that, if they continue to breach the conditions contained in their Tenancy Agreement, they may be evicted and may not be re-housed by the Council (the **First Warning Letter**). If the problem appears to stem from drug or alcohol abuse or inability to manage anger or mental health issues etc, the Supplier shall approach the AO to see if tenancy sustainment support is appropriate.

10.4 If a further serious, substantiated complaint is made about the behaviour of the Service User or their household or visitors, the Supplier shall write another letter stating that a recommendation has been made to the Council to serve Notice To Quit (the **Second Warning Letter**). The letter shall also warn the Service User that they may not be eligible for further housing by the Council if they are deemed to have made themselves intentionally

homeless as a consequence of their behaviour.

10.5 Model First and Second Warning Letters to tenants are set out in [Appendix 6](#).

## 11. Complaints

11.1 Suppliers shall submit their proposed complaints procedure for both Service Users and other third parties (the **Complaints Procedure**) to the AO for approval, which will not be unreasonably delayed or withheld. Approval to the Complaints Procedure shall be a pre-condition to accepting any Property from the Supplier under the terms of this agreement. A Model Complaints Procedure is attached at [Appendix 6](#).

11.2 Complaints Procedures shall provide for:

- a The logging of every complaint,
- b The acknowledgement of receipt of a complaint in writing together with a copy of the Supplier's Complaints Procedure,
- c The intended action by the Supplier,
- d The name of the designated person to deal with the complaint on behalf of the Supplier,
- e The date for completion, response or explanation,
- f The Council being informed of complaints if they show any persistent pattern of behaviour, and
- g Complaints being monitored analysed and reported periodically to the Council.

### ***Tenant Complaints***

11.3 The first point of contact for Service Users shall normally be the Supplier, who shall be given a reasonable opportunity to resolve the complaint before the Council becomes involved.

11.4 The complaint shall be dealt with in accordance with the approved Complaints Procedure of

the Supplier.

- 11.5 If a Service User considers that their complaint has not been dealt with satisfactorily by the Supplier, the Service User may approach the AO. Suppliers shall fully cooperate with any consequent complaints investigation carried out by the Council. If a Service User is awarded compensation as a result of a complaint about a matter that is the responsibility of the Supplier, the Supplier shall reimburse the Council the full cost of the compensation. Suppliers shall be aware that if a Service User is unhappy with the Council's investigation of a complaint they have a subsequent right to appeal to the Local Government Ombudsman. The Supplier shall cooperate fully with any investigation by the Ombudsman.

### ***Landlord Complaints***

- 11.6 All landlord complaints shall be made to the Supplier, with whom they have a contractual arrangement. The Council will not intervene in contractual disputes between a landlord and a Supplier. However, the AO will investigate landlords' complaints about Suppliers in the absolute discretion of the AO, if it appears, prima facie, that the complaint relates to the integrity and reputation of the Scheme, or might otherwise affect the integrity and reputation of the Council. All such complaints shall be made in writing to the AO.

## **12. Property Inspections by Suppliers**

- 12.1 The Supplier shall inspect each Property at least once every two months. for more information on what will be included in the inspection please see [Appendix 7](#).
- 12.2 At the end of each inspection, the Service User shall be asked to sign the inspection form and shall be asked if they have any observations or comments that they want to be recorded. The inspecting officer shall also sign and date the inspection form.
- 12.3 [Appendix 7](#) sets out a Model Inspection Form For Suppliers. The model form contains the minimum information that the Council requires to be recorded at each inspection.
- 12.4 Inspection visits shall be made at pre-arranged times. Suppliers shall not enter any Property without the permission of the Service User other than as set out below. Suppliers shall always carry and show to Service Users appropriate photographic identification when visiting a Service User's Property.

- 12.5 If a Service User is not in at a pre-arranged inspection time, then a card or letter shall be left asking the Service User to make contact and a further visit shall be arranged as soon as possible. If the Service User does not make contact within seven days or is again not in at the time of the re-arranged inspection, the Supplier shall write to the Service User advising them to contact the Supplier within seven days. The letter shall remind the Service User of their obligations under the Tenancy Agreement to use and occupy the Property as their only or main residential home, to tell the Supplier if they are going to be away from the Property for more than two weeks and to allow the Supplier access to the Property for the purposes of inspection. The letter shall state that, if there is no reply within a further seven days of the date of the letter, the Supplier will assume that the Service User is no longer living at the Property and will be deemed to have surrendered their tenancy. If it is known that the Service User's first language is not English, any letters sent shall be translated into the appropriate language.
- 12.6 If there is still no response, the Supplier shall try and establish the whereabouts of the Service User. They shall visit neighbours and ask them if anyone is in occupation and when they last saw the Service User or members of their household. Service User checks shall be made with the AO as to when rent was last paid, if there are any outstanding arrears, whether housing benefit is being paid and when the last claim for housing benefit was made. The Supplier shall also check whether the Service User has provided the name, address or telephone number of a family member or friend who could be contacted. If the Service User was working, checks shall be made with the place of work. Checks shall be made to see if the Service User has a social worker or probation officer that may know of their whereabouts. Checks shall be made with service providers, such as gas or electricity suppliers, to see if such services are being used at the Property.
- 12.7 If it appears that the Service User and everyone else living with them have stopped living at the Property, and the Service User has therefore surrendered their Tenancy Agreement, the Supplier shall attempt to gain access to the Property. If this course of action is deemed necessary, Suppliers shall ensure that at least two officers visit the Property together and that digital pictures are taken of the inside of the Property and any belongings found there. If a Service User's belongings are removed from a Property, they shall be stored and an inventory including photographic records made of them. The inventory shall note any damage or defects to any goods. The inventory shall be signed and dated by the Supplier.
- 12.8 If it appears that the Service User, or someone else, may still be occupying the Property, for example if it is fully furnished and there is sign of recent occupation such as food in the fridge, the Supplier shall leave the Property immediately. The Supplier shall liaise with the AO as to whether a Notice to Quit shall be served on the Service User for any breaches of

the Tenancy Agreement, such as the failure to allow access and/or the failure to notify the Supplier that they were going to be away for more than two weeks, etc, depending on the circumstances.

- 12.9 If access is required for repair works or a gas inspection and the Service User is still in occupation but is refusing to allow access, court proceedings such as an injunction or warrant to gain entry shall be considered.
- 12.10 If a Property is re-possessed without the Tenancy Agreement having been brought to an end and without a court order it could result in a prosecution for unlawful eviction and/or a claim for damages for trespass. Therefore Properties shall be re-possessed only after careful consideration and consultation with the AO and proceedings will only be brought by the Council. Suppliers shall take out insurance cover against any such claim for damages. This cover shall be approved by the AO and such approval shall not be unreasonably delayed or withheld. Such approval shall be a pre-condition to accepting any Property under the terms of this agreement.

### 13. Performance Reporting and Monitoring

- 13.1 The Council shall require a monthly performance (or such other period as the Council shall decide) report from each Supplier, in a form prescribed by the AO (the **Monthly Performance Report**). Completed reports shall be submitted to the AO on the 15<sup>th</sup> day of each calendar month of the financial year (i.e. 15th April, 15<sup>th</sup> May, etc). Appendix 8 contains the Model Template For Monthly Performance Reporting setting out how this information shall be presented. The model template may be changed from time to time by the AO following consultation with the Supplier. In any case of dispute the decision of the AO shall be final. The Council is required by Central Government to record occurrences of racial incidents as well as the number of such incidents resulting in further action. Racial incidents are defined as 'any incidents perceived as such by the victim or anyone else'. Examples would include a Service User reporting racial harassment or Service Employees suffering racial abuse. Suppliers shall keep such records in a form to be approved by the AO and such approval shall not be unreasonably delayed or withheld, prior to any Property being accepted under this Agreement.

#### 13.2 **Quarterly Property Profile Audit**

Every quarter (or of such other interval as the AO shall decide) the AO shall visit the Supplier's offices to audit a random sample of Properties (the Quarterly Property Profile Audit). The Supplier shall make available to the AO for the purpose of such an audit all relevant Property files and other documentation in relation to those Properties audited, which shall be chosen at random by the AO and an audit may involve visits to the Properties concerned with or without prior notice to the Supplier.



### 13.3 **Quarterly Performance Review Meetings**

Quarterly performance review meetings will be held between the AO and the Supplier (the Quarterly Performance Review Meetings). The standing agenda items each meeting will be the Quarterly Performance Report, the Quarterly Property Profile Audit, racial incidents and any performance failure the AO deems to have arisen during the quarter or which need to be brought forward from previous quarters. Further items shall be added to the agenda at the request of either party.

13.4 A Model Quarterly Performance Review Meeting Agenda is attached at [Appendix 9](#). This may be altered following consultation with the Supplier in the absolute discretion of the AO.

13.5. Performance Failure The Council will deal with performance failure at the Quarterly Performance Review Meeting where any matter relevant to the Agreement shall be raised by either party, and/or under the provisions of clauses 13 and 14 of the Agreement. If the provisions of clauses 13 and 14 of the Agreement are invoked at any time, the parties shall first meet within 10 working days of any dispute notified by one party to the other party (or such shorter period as may be appropriate in the circumstances of the dispute) under the provisions of clause 14 of the Agreement.

If the matter is not resolved to the satisfaction of the AO, it shall then be dealt with under the provisions of clause 15 of the Agreement.

## 14. **Pets**

14.1. The Council shall require Suppliers to ensure that Service Users are able to have pets in their Properties wherever practicable. Consent to the keeping of pets shall not be unreasonably withheld. If the Supplier deems that a Property is unsuitable for pets this shall be brought to the attention of the AO prior to the Property being accepted for the Scheme. The AO shall have the right to reject the Property in his absolute discretion.

14.2. Service Users are responsible for their pets and are liable for any damage caused by them. If a pet is damaging a Property or creating a nuisance then the Supplier shall interview the Service User and warn them to control their pet. Subsequent incidents may result in possession proceedings on the basis of nuisance (see [Section 11](#) on Tenant Conduct).

## 15. **Transfers**

15.1. Transfers to other Properties shall normally only be considered in the following specific circumstances:

- Lease expiries or other unavoidable hand back of the Property to the landlord,
- Major disrepair that cannot be remedied with the Service User in occupation,
- Statutory overcrowding ,
- Under-occupation ,
- Domestic abuse and/or harassment resulting in a risk to an occupant's health and safety,
- Overriding medical reasons.

15.2. Transfers, including those within a Supplier's own stock, require the AO's explicit prior written authorisation.

15.3. If a Supplier believes that a transfer for a Service User is required, a transfer request form shall be completed and submitted to the AO (a **Transfer Request Form**). A copy of the Transfer Request Form is attached at Appendix 10. Suppliers shall follow the procedure set out at [Appendix 11](#) (the **Transfer Procedure**).

15.4. Any transfer requests that are approved by the AO will be dealt with by the Supplier and the AO in accordance with the specific circumstances of the Service User's household and Tenancy Agreement concerned and the transfer policies of the Council Service User's that shall be notified to the Supplier from time to time.

## 16. Harassment and Domestic Abuse

16.1. The Councils Policy on Harassment and Domestic Abuse is set out at [Appendix 12](#).

16.2. The Council requires its Suppliers to deal with reports of harassment or domestic violence proactively and as a high priority. All Service Users reporting harassment or domestic violence shall be interviewed sympathetically, as soon as possible, in order to establish what has happened and to evaluate any danger to the victim. Service Users reporting domestic violence shall be offered the option of being interviewed by a Service Employee of the same gender. If a Service User has fled violence, Suppliers shall take great care not to give any information relating to the Service User's current whereabouts to the alleged perpetrator. If a crime has been committed, victims shall be encouraged to report it to the police and to record the crime reference number. Victims shall also be encouraged to gather as much evidence of the harassment as possible, for example by keeping incident diaries recording the time and date of any occurrences.

16.3. The Service Users shall be referred to Victim Support on telephone 0208 888 9878.

16.4. If a Supplier considers that a Service User is in danger should they remain at their current address, a transfer shall be considered by the AO as a matter of urgency.

16.5. A history of harassment problems may render a Property unfit for the Scheme. In such cases, the Council will advise the Supplier that the Property is no longer suitable and it shall be handed back to the landlord.

## 17. Possession

17.1. The Council is responsible for taking out and pursuing possession proceedings.

### Where the Supplier initiates possession action

17.2. The Supplier will work with the Council (including the Council's lawyers) throughout each stage of the possession process (including but not limited to providing relevant documents and evidence, attendance at court and assisting in any eviction). Before starting court action can be started the Supplier shall complete the model court action form attached at [Appendix 13](#) (the **Model Court Action Form**) and forward it to the Council. It is up to the Council to decide whether or not to start possession proceedings and the AO shall inform the Supplier of the Council's decision (whose decision shall be final). If the Council decides to take action to obtain possession, the AO shall keep the Supplier informed of progress and the Supplier shall make available to the AO and which the Council shall be entitled to keep or make copies of such documents, records or other evidence etc in such format etc as the AO (or the Council's lawyers) may require in each case.

### Possession for Rent Arrears

17.3. The Council's Income Collection Team monitors the rent accounts of Service Users. These teams will request possession actions to be taken by the Council's legal department with approval of the AO. The AO shall inform the Supplier and keep the Supplier informed of progress.

17.4. The Supplier shall provide the Council with all necessary documentations (including but not limited to documents, records or other evidence) for the Court. The Supplier shall liaise and work with the Council as necessary to ensure all deadlines are met.

17.5. A copy of the Court Order shall be sent to the Supplier as soon as it is received by the AO.

17.6. The AO shall be advised of the eviction date as soon as it is known and the Supplier shall on the date of the eviction attend the Property with the bailiffs to take possession of the Property and secure the Property.

#### **18. Termination of Tenancy, Void Periods and Furniture Storage Termination of Tenancy**

18.1. On discovering that a Service User has vacated a Property, or if advised by a Service User of their intention to vacate a Property, the Supplier shall notify the AO immediately using the form at [Appendix 14](#) (the **Termination of Tenancy/Handback of Property Form**). If the Service User returns the keys, the Supplier shall issue them with a receipt and keep a copy for future reference. Suppliers shall keep a record of how and when they gain possession of a Property, recording such details as when keys were returned or locks changed and how they came to be aware that a Property was empty. If the AO becomes aware of a Service User vacating a property, the Supplier shall be notified immediately.

#### **Void Periods**

18.2. The Supplier shall ensure that the vacated Property is ready for re-letting as soon as possible. Normally this shall be done within a week and, in any case, shall not take longer than two weeks. If a Property is not made ready for letting within two weeks, then rent payments shall be forfeited until the AO is notified that the Property is ready to let again. In circumstances, where damage caused by the former Service User will take more than two weeks to repair, the Supplier shall advise the AO within one working day of the said inspection. In such cases, the AO shall require a detailed report with photographs of the damage caused and a schedule of the works needed to make the Property fit for letting which will be agreed by the AO prior to the start of works. The AO may in such circumstances and in his absolute discretion agree to pay the rent for a void period in excess of two weeks.

18.3. If the Lease is terminated and a Property is to be handed back at the Supplier's request to its landlord following vacation by a Service User, the Council shall only pay the rent for the Property up to the date of vacation or up to the date that the Supplier first became aware that the Property was empty.

#### **Furniture and belongings Storage**

18.4. The Supplier shall inform the Service User of the following procedure in the Welcome Pack.

18.5. When a Property is voided the Provisions of section 13 above shall apply. The Supplier shall make a full inventory including photos of and store any belongings of the household left in the Property for up to one month in cases where the Service User's

whereabouts are known and have been notified in writing, and for up to six months when the Service User's whereabouts are unknown. All perishable food shall be disposed of within two days of any vacancy.

18.6. If any belongings have still not being collected after the period set out in Section 19.5 above then the Supplier shall dispose of the belongings as follows.

18.6.1. Electrical appliances shall be disposed of as refuse and not reused,

18.6.2. All other items shall be given to charity or disposed of, to offset the cost of storage, and

18.6.3. The Supplier shall not be liable for any damage or loss to the belongings.

## 19. Surrendering of Leases

19.1. The process for surrendering Leases before the expiry of the term is set out below:

## 20. When the Supplier wishes to terminate the Lease

### 20.1. Prior to the end of Lease and subject to its terms when the Property is empty

- The Supplier shall send written notice to the AO stating that they wish to terminate the Lease and explaining why,
- The AO shall write to the Supplier advising whether the termination of the Lease is agreed and any conditions (which shall include the payment to the Council set out in the Lease),
- If the Lease is terminated, then the Council shall be liable for the payment of rent until when the Property became vacant or until when the Supplier should reasonably have become aware that the Property was vacant.

### 20.2. Prior to the end of Lease and subject to its terms when the Property is tenanted

20.1.1.1. The Supplier shall send written notice to the AO stating that they wish to terminate the Lease and explaining why,

20.1.1.2. The AO shall write to the Supplier advising whether the termination of Lease is agreed and any conditions (which shall include the payment to the Council set out in the Lease),

20.1.1.3. The AO shall determine a reasonable period of time, to be agreed with the Supplier (acting reasonably) for the Service User to be transferred, prior to the termination of the Lease,

20.1.1.4. The Council shall serve a Notice to Quit on the Service User immediately upon agreement by the AO to the termination so that in the event that the Service User refuses to transfer to alternative accommodation possession proceedings may be started,

20.1.1.5. The Council shall be liable for the payment of rent until the Service User vacates the Property.

### **20.3. When the Council wishes to terminate the Lease**

20.3.1. The Council may terminate a Lease for any reason . Every effort shall be made to try and resolve outstanding issues.

20.3.2. The Council shall send written notice to the Supplier that they wish to terminate the Lease (if the Supplier is not the landlord under the Lease).

20.3.3. Rent shall be payable by the Council until the date that the Property is vacated by the Service User.

20.4. The Council shall be notified of property hand backs using the Termination of Tenancy/Hand Back of Property Form set out at [Appendix 14](#).

## **21. Lease Renewals**

21.1 The Council may seek to renew Leases when they expire. The Supplier shall liaise with the AO about current property demands before entering into negotiations with the landlord. The renewal process can take up to 6 months, so the Supplier needs to contact landlords to discuss renewal as early as possible. The Council suggests contacting the landlord about 9 months before expiry of the Lease.

21.2 Renewals shall be dependent on Properties being brought up to current Property Standards. Suppliers shall inspect each Property and draw up a schedule of works prior to the renewal of the Lease. Landlords shall be given a three month time limit by the Supplier to do any works that are required or any Lease renewal offer shall lapse and the Property shall be handed back. The AO shall inspect each Property prior to agreeing renewal of a Lease.

21.3 The rents to be offered for Lease renewals will be negotiable up to the guideline rents as set by the Council from time to time.

21.4 If a Property is occupied, the current household composition shall be checked and proof of identity (e.g. passport, full birth certificate, benefit entitlement letter) and residence (e.g. official letters addressed to Property) obtained for any new household members. Original documents shall be inspected and copies taken where appropriate. The Supplier shall certify any copies taken to show that the original document was seen. This information shall be passed to the AO.

## 22. Rental Payments

22.1 Rent shall be paid in accordance with the Lease

22.2 The Council uses proprietary software to operate 'invoice payment plans' to make all rental payments. Payments are made to 'vendors' whose details are recorded on the relevant electronic system. The Landlord under the Lease will be 'vendors' unless the Council is satisfied that all necessary authority has been provided to allow payments to be made to someone else.

22.3 In order to facilitate the Council making rental payments the Supplier must provide the following information required in section 22.4 within 5 days of the Property being ready to let

22.4 The information required are:

- Vendor Company Name
- Vendor Trading Name
- Vendor Correspondence Address
- Post Code
- Company Registration Number
- Vendor e-mail address (for remittance advices and other correspondence)
- Vendor landline telephone number (required)
- Vendor mobile telephone number
- Vendor bank/building society name
- Vendor bank/building society address
- Vendor bank/building society account name
- Vendor bank/building society sort code

- Vendor bank/building society account number.

22.5 No payment will be made until all the above information is provided.

## 23. Support and Resettlement

- 23.1. The Council provides support to tenants using a multi-disciplinary approach. In order to ensure that tenants get the services that are appropriate to their needs each case is subject to specialist assessment. Referrals are assessed by the Vulnerable Tenants Panel.
- 23.2. The panel provides a mechanism to highlight and address any un-met support needs of vulnerable tenants including concerns relating to Safeguarding Vulnerable Adults.
- 23.3. Triggers for referrals to the Panel will often be related to rent arrears that will not concern Suppliers, however other tenancy management issues which raise concerns relating to unmet support needs should be referred. On receiving referrals the panel's objective is to prevent repeat homelessness and provide a framework to ensure tenancies are sustainable. This is done by ensuring an assessment of the tenants housing and support needs is conducted and the correct advice and support is in place.
- 23.4. The Panel will meet approximately every six weeks (dates will be provided) and the deadline for submissions will be 10 days before each meeting. Referrals should be submitted on the form attached at Appendix 16 and sent to [VulnerableAdults.TeamAppointments@haringey.gov.uk](mailto:VulnerableAdults.TeamAppointments@haringey.gov.uk)

## 24. Equal Opportunities and Customer Care

- 24.1. The Council expects and requires all Suppliers to respect and adhere to the Council's Equalities Policy. The Council's Equal Opportunities Policy 2008 can be located at [http://www.haringey.gov.uk/index/council/how\\_the\\_council\\_works/equalities/equalopsstatement.htm](http://www.haringey.gov.uk/index/council/how_the_council_works/equalities/equalopsstatement.htm) The Council further requires their Suppliers to adhere to the Equality and Human Right Commission's ("EHRC") Code of Practice on Racial Equality in Housing.
- 24.2. The EHRC recommends that all employers shall have their own equal opportunities policy. Suppliers shall have their own policy and this shall be made available to the AO for inspection on request. Full details of the EHRC's Employment Code of Practice as well as advice on Equal Opportunities Policies and the Rented Housing Code of Practice can be found on the EHRC's website at [www.equalityhumanrights.com](http://www.equalityhumanrights.com).



24.3. The Council is committed to improving customer care standards. The Council's current Customer Care Standards are set out at [Appendix 18](#). The Council expects their Suppliers to comply, in so far as is practicable, with these Customer Care Standards.

24.4. All Service Employees who visit Service Users in their Property shall carry appropriate photo identification and show it to the Service User in advance of entering their Property.

24.5. Where required or appropriate the Council expects its Suppliers to arrange interpretation or translation for Service Users who do not speak English. The Council's Translation & Interpreting Team, can be employed for this purpose. Suppliers can contact them at 8<sup>th</sup> Floor, River Park House, 225 High Road, Wood Green, London N22 8HQ or by phone, 0208 489 2904 , or by fax, 0208 489 2693 .

## **25. Child Protection**

25.1. Many Service Users of Private Sector Leased properties have young children in their household so it is important that Suppliers carefully consider child protection issues. Every organisation that comes into contact with children or with adults who are parents or carers needs to be aware of its role in the protection of children.

25.2. If a Supplier has concerns for a child's welfare and feels there is an imminent risk, they should report them immediately to the Referral and Assessment Team in Children's Services. The referral should be phoned through to 0208 489 1856/1805/5402/5403. This referral should be followed up in writing as soon as possible afterwards (maximum 48 hours) using the multi agency referral form. If a situation occurs outside office hours, this should be reported to the Emergency Duty Team on 0208 348 3148.

25.3. If a Supplier is concerned about a situation and would like to seek advice before making a referral to Children's Services, guidance can be sought from either the Head of Housing Support and Options on 0208 489 4404 or a Child Protection Adviser on 0208 489 1061/5462/5426/5429)

25.4. Children's Services have a specific duty to act and an ability to intervene when a child is at risk of 'significant harm'. There are no absolute criteria set - there could be single traumatic event that puts a child in danger or a series of smaller events or issues which build to make a situation of concern.

25.5. There are 4 main categories of potential harm which are physical abuse, emotional

abuse, sexual abuse and neglect.

25.6. If Service Employees come across a young child left at home on their own, in the course of inspections or repairs works, they shall not attempt to enter the Home. The only exception to this rule would be if the child were in serious danger of harm such as a fire in the Home. The Supplier shall immediately contact the statutory authorities and the police to report the child being at home alone. It may also be appropriate to try and establish the whereabouts of the child's parents.

25.7. The multi agency referral form is attached as [Appendix 19](#). This form should be completed when making a referral to Children's Services. Suppliers will not be able to answer all of the questions on the form but should aim to gather as much information as possible.

## **26. Landlord Accreditation Schemes**

26.1. The London Landlord Accreditation Scheme (LLAS) was launched in July 2004. This scheme grants London-wide recognised accreditation to landlords who undertake a basic training course and agree to adhere to the LLAS Code of Practice. Lettings agencies can gain accreditation if their Directors undergo the training. Otherwise accreditation is individual. The Council requires Suppliers to gain LLAS or equivalent accreditation. Further information can be found at the LLAS website at [www.londonlandlords.org.uk](http://www.londonlandlords.org.uk).

## **27. Staff Criminal Record Checks**

27.1. Following recent high profile cases, public and government concern has been raised about the need to vet staff that has contact with children. Suppliers shall carry out Disclosure Barring Service (DBS) checks on all Service Employees who may be required to visit Properties. This shall be extended to include any contractors doing repairs to Properties. The results of the check shall be made available to the AO upon request.

27.2. The DBS will carry out criminal record checks for individuals, on application, in exchange for a fee. The service will draw on four primary sources of information. They are the Police National Computer (PNC), local police force records and records held by the Department of Health and the Department for Children, Schools and Families.

27.3. Further information can be accessed on the DBS website or by telephoning the DBS Information Line on 0870 90 90811.

## **28. Staff Training**

- 28.1. Suppliers shall ensure that the Service Employees are adequately trained to enable them to carry out their duties efficiently. Training shall be delivered by both internal and external organisations as appropriate. Training shall be an integral and ongoing part of the personal and professional development of the Service Employees, in areas such as housing management.
- 28.2. Suppliers shall keep a record of their training plans and training undertaken by their Service Employees which shall be made available to the AO on request.
- 28.3. The AO shall from time to time identify issues in which the Service Employees who have contact with Service Users shall be properly trained. When this happens the AO shall make relevant information available to Suppliers to enable them to organise training for the Service Employees. The AO reserves the right to organise and provide training for Suppliers and the Service Employees. Attendance at such training shall be mandatory, in the absolute discretion of the AO.

## **29. Whistle Blowing**

- 29.1. The Council has a whistle blowing scheme to encourage employees to disclose any serious concerns they may have in a responsible manner, and be safe in the knowledge that they will be protected from any possible victimisation arising from a result of such disclosure.
- 29.2. The scheme has also been extended to other arrangements the Council has. As such supplier are encouraged to report any concerns they have regarding the Council clients or anyone with whom the Council is engaged. Reports should be made via the AO unless it is considered that the AO might be involved in the issue or that there may be a conflict of interest. In such circumstances, reports should be made to the council's Chief Auditor, or via the Council's website under the Fraud section.

## Appendix 1

### Minimum Property Standards

#### Part 1

The minimum standards below represent the standards required for Supplier Managed Private Sector Leased accommodation. Any repairs/improvements must be completed before the start of the tenancy.

#### 1.0 Condition Summary

Properties must be fully wind and weather tight, and free from disrepair.

All facilities including plumbing, drainage, ventilation, heating and lighting, must be in full working order.

Decorations, floor coverings, fixtures and fittings, must be clean and hygienic and free from damage.

The property must not have any category one hazards under the Housing, Health and Safety Rating System.

The property must be safe and pleasant for family occupation

The property must meet the Council's Size/layout Standards for Supplier Managed Private Sector Leased accommodation (see Appendix 1 Part 2)

#### 2.0 Location

The property must be situated within Haringey or an adjoining borough within a 1½ mile radius of Haringey's Borough border, and provided that the Council has a need for such property.

#### 3.0 Property Type

The property shall be freehold or leasehold and must be self contained.

In the case of new build and converted flats, planning and building control Consents must be obtained and adhered to.

Any conversions of self contained accommodation carried out before the Building Regs 1991 is a 259 HMO and should conform to the LACORS Guidance on Housing Fire Safety.

- 3.1** Any properties that have been structurally altered (i.e. chimney breast removed or through-lounge) must have been done so to current Building Control standards and approval.

- 3.2 Properties where the entrance is above the 3<sup>rd</sup> floor, require a lift.
- 3.3 All properties must have their own metered supply of water, gas (if any) and electricity which must be accessible without entering another unit of accommodation and provide free access to the tenant.
- 3.4 All properties should be registered with Council Tax.
- 3.5 Room layout must be suitable for safe and comfortable occupation. We will not accept any properties that have rooms (i.e. bedroom or lounge) accessed via the kitchen. No WC should open directly into a kitchen, unless fitted with a wash hand basin.

#### 4.0 **Access**

- 4.1 Properties must be accessed directly off the street, we do not accept any properties that have rear or side access via an unlit alley or backway. We do not accept any properties that are accessed via external metal staircases or across flat roofs.
  - 4.2.1 Properties above shops will not be accepted for leasing schemes.
  - 4.2.2 Any property adjacent to social venues will not be considered.

#### 5.0 **Structure**

The structure must be sound and in good repair, with no evidence of ongoing structural movement damp, or rot.

- 5.1 **Brickwork;** crumbling brickwork, cracked brickwork, loose brickwork should be repaired.
- 5.2 **Pointing;** defective pointing should be repaired.
- 5.3 **Damp;** damp-proof works must be carried out by a company registered with a trade association - BWPDA (British Wood Preserving Damp proofing Association) or the BCDA (British Chemical Damp course Association). Any work undertaken must be guaranteed, and both injection and plastering must be conducted by the same company.
- 5.4 **Roof;** must be fully water tight, missing or loose tiles must be replaced. Flashing and flat roofs must be free from leakage. Roof must be stable e.g. if old slate tiles are replaced with modern heavier tiles the roof should be checked for bowing. All new type replacement roofs must have Building Regulations approval.
- 5.6 **Balconies;** to be secure, balcony parameter to be a minimum height of 1000mm. Any gaps in parameter to be less than 100mm. Balcony safety may be considered as a Category One hazard. Balconies must have adequate drainage preventing any water penetrating to the property.

## 6.0 **Exterior**

**6.1 Waste Water Goods:** Gulleys, gutters, access chambers, drains and waste water pipework should be clear, leak free, and in good working order. All guttering and downpipes should be secure.

**6.2 Exterior decorations:** All paintwork should be in good condition and free of cracking and flaking.

### 6.3 **Gardens:**

6.3.1 All boundary walls, fences and gates should be in good repair.

6.3.2 Gardens must have a secure parameter and should be cleared of rubbish and overgrowth. All ponds must be drained and filled in.

6.3.3 Gardens to be supplied with washing lines or tidy spins.

6.3.4 All gardens must be for sole use of occupier, unless dwelling within a purpose built estate with use of communal gardens.

6.3.5 Any external side gates should be fitted with locks.

6.3.6 Sheds, ancillary buildings and garages, if they are included in the lease, should be structurally sound and cleared of all contents. Greenhouses should be removed.

6.3.7 Any changes of level within gardens must be assessed as a hazard for trips and falls, and action taken to eliminate any Category One hazard.

6.4 **Rubbish:** All rubbish to be disposed of and bins to be provided. This is a key management issue for S257 HMO's.

## 7.0 **Interior**

**7.1 Internal Doors;** must be in sound condition and must open and close freely, with no cylinder or mortise locks fitted. All internal keys should be removed. Bathroom and toilet to be fitted with appropriate locks. Any glazed door must have toughened glass.

7.2.1 **Stairs;** Gaps between spindles to be no more than 100mm and any missing risers to be replaced. Horizontal slat style banisters on landings to be boarded. Two way light switch to be provided in stairwell. This is a key area for assessment for Category One hazard taking in to account incline, location, fall hazard, surrounding area in case of fall.

7.3 **Walls & Ceilings;** Plaster to be sound, not to show any movement when examined.

### 7.4 **Floors and flooring**

7.4.1 **Floors:** To be level, sound and free from rot. Uneven floorboards should have hardboard fitted.

- 7.4.2 **Flooring:** To be properly fitted, clean and free from damage or excessive wear. Reception and bed rooms to be supplied with carpets, kitchens and bathrooms with hygienic washable surface such as tiles or sheet vinyl. All carpets to be fitted with underlay.
- 7.5 **Condensation:** Property to be free from damp, mould, condensation and peeling paper, paint etc. Adequate ventilation and heating is essential. Condensation should be dealt with by additional ventilation e.g. mechanical extractor.
- 7.6 **Decorations:** Surfaces to be painted / or papered. Paint to be clean and free from obvious marking, peeling, dirt etc. Wallpaper to be in good condition and free from defects.
- 7.7 **Woodwork:** To be free from rot and painted to a reasonable standard with gloss paint.
- 7.8 **Open fireplaces:** To be boarded with provision of air vent.

## 8.0 **Services**

### 8.1 **Electricity and Gas Safety Certificates:**

- 8.1.1 **The Electrical Installation:** Must comply with the requirements of the current edition of the "Requirements for Electrical Installations (BS7671: 1992)." To show this a valid NICEIC Electrical Safety Certificate must be provided
- 8.1.2 **The Gas installation(s):** Must comply with the requirements of the "Gas & Safety (Installations & Use) Regulations 1998". A valid Gas Landlord Safety certificate (CP12) must be provided by a Gas Safe registered engineer.
- 8.2.1 **Electric key / Gas card meters:** If installed, upon completion properties must have £10.00 credit in summer and £15.00 credit in winter. Keys and cards should be left at property.

### 8.3 **Heating/Insulation**

#### 8.4

Energy Performance Certificates must be provided, and must have a minimum SAP rating of 56.

- 8.3.1 **Gas central heating** (preferred), Boilers should be less than 10 years old. Boilers in bedrooms must be fitted with Carbon Monoxide Detector. Heating to operate independently from the hot water system and must have a timer / thermostat. Any boilers newly fitted must be condensing boilers. All exposed low level pipe work should be boxed in. Radiators and pipework to be securely fixed to walls. Valves and thermostats to be in full working order. Boiler and timer controls to be freely accessible to the tenant. Radiators to be adequately sized to heat unit of accommodation.

8.3.2 **Electric Economy Seven** (night storage) heating accepted only in purpose built blocks only. If supplied must be wired into spur and operating on the Economy 7 night-time electric rate.

8.3.3 **Under Floor Heating:** Can prove expensive to run and is therefore not ideal. If the under floor heating system is run off gas, it may be acceptable.

8.3.4 **Thermal Insulation:** To be fitted to lofts/ pipework, to current standards. All hot water tanks should be foam lagged or have a good quality cylinder jacket, which has been properly fitted. All water pipes considered to be liable to damage by frost should be adequately protected with lagging. All doors, windows, letterbox etc, to be draught proofed.

#### 8.3.5 **Energy Efficiency (SAP) Rating**

All properties are required to meet a minimum SAP rating of 56.

### 8.4 **Electrics: Wiring and Lighting**

8.4.1 **Electric Wiring:** Fuse box to be housed in cupboard, with childproof latch on door to prevent access and ensure cables under meter are covered. All surface mounted wiring to be enclosed in suitable plastic conduit. Fuse box / Consumer unit to be located in accessible location to tenant.

8.4.2 **Lighting:** Ideally, should be basic pendant light fittings ( with strip lighting or other appropriate kitchen and bathroom fittings). Low Voltage lighting acceptable if not excessive, as this can prove expensive to maintain. All light fittings should be fitted with working light bulbs or strip lights of the correct voltage.

#### 8.4.3 **Minimum No. Electrical Sockets;**

Living room: Three double sockets minimum

Double bedroom: Three double sockets

Single bedroom: Two single socket

Kitchen: Four sockets (Two double at worktop height, one for fridge and one for washing machine

Boiler: to be wired to a spur

Landing: One socket

No sockets to be fitted directly over cooker or hob

#### 8.4.4 **Energy Performance Certificate**

From 1<sup>st</sup> October 2008 all properties must be covered by a valid Energy Performance Certificate.

### 9.0 **Security**

9.1 **Dwelling Doors:** Must be external hardwood or UPVC doors and should not be fully glazed, (top half glazing is acceptable). Door must be in sound condition, in good working order and with adequate handles, locks and bolts. All doors should be fitted with Yale type lock and 5 lever mortise lock, with internal thumb lock release. Bell and letter box to be fitted. All external and flat entrance doors must be correctly numbered / identified.



**9.2 Windows:** must be sound, in working order (.e.g. sash cords working) with adequate levers, handles, locks and bolts.

**9.3 Keys:** Two full sets of keys must be provided to external door locks, at least 1 set of keys should be provided for all other locks. All keys should be labelled.

## **10 Fire Safety**

**10.1 Dwelling entrance doors to flats:** MUST be half hour fire doors to meet Building Standards 476 Part 22. Entrance door must be factory made with glazing in a small area only e.g. vision panel. Glazing must be in wire cast glass.

**10.2 Kitchen doors:** Must be half hour self-closing fire resistant internal door to meet Building Standards 476 Part22.

For three storey properties all kitchens should be provided with ½ Hour fire resistant internal door with an approved self-closer and housed within an acceptable door frame with adequate intumescent strip & cold smoke seal.

**10.3 Glazed doors, & panels** above fire doors, should be fitted with 6mm wire cast glass. Perco door closer MUST be fitted on fire doors.

**10.4 Smoke Alarms:** Grade D LD3 electrical operated smoke alarms with battery back up to be fitted at ground floor level. In certain cases we may require additional Heat Detectors in kitchen (inspecting officers will advise).

For single storey property a mains powered (with battery back up) smoke alarms must be provided, with as additional Heat Sensor if required.

For two storeys properties, provide two mains powered (with battery back up) and interlinked smoke alarms fixed to the ceilings of (a) the ground floor hallway and (b) the first floor landing.

For properties over two storeys, a proportionate number of mains powered (with battery back up) and linked smoke alarms to be provided, at each building level including cellar.

**10.5 Fire blanket;** to be fitted in kitchen.

**10.6 Fire escapes** must be secure and in a sound and safe state of repair. Any fire escapes must be locked only in accordance with Building Control Regulations and Fire Officer and HHSRS guidance/ assessment..

## **11.0 Windows / Glazing**

**11.1** All glazing, which is under 800mm/ 2.8 feet from the floor (greater than 25cm in any direction) to be glazed with toughened glass.

**11.2** All first floor windows must be fitted with opening restrictors. Window must not open more than 100mm on first opening.

**11.3** Windows in bathrooms and toilets must be glazed with obscure glass.

**11.4** New or replaced windows installed after April 2002 should be energy saving sealed double-glazing or equivalent sash style, with trickle vents to all windows, and comply with building regulations. Notwithstanding any Conservation Area restrictions.

## **12.0 Ventilation**

**12.1** The general requirements for ventilation is that the main habitable rooms (living rooms and bedrooms) should have the equivalent of at least one twentieth of the floor area available as windows that can open. This also applies to kitchens, bathrooms and WC cubicles if they rely on natural ventilation. Permanent vents may need to be installed depending on construction.

**12.2** If, a kitchen, bathroom or a WC is an internal room it should have mechanical extract ventilation capable of three air changes per hour. A light switch should activate the fan, which should have a twenty minute overrun when the light is switched off.

## **13.0 Other Requirements**

**13.1 Cooker:** Gas hob preferred, all rings to operate. If free standing, cooker to be chained to wall. Oven to be clean and with shelves, grill pan to be provided. Hobs and cookers should have a minimum of 300mm of worktop on either side of cooker. If free standing cooker is below worktops than metal end plates should be fitted to edge of worktop. Cookers should not be located too close to doors near curtained windows, or in an area where there are drafts.

**13.2 Sinks, Basins & Bath:** Tiling of splash backs to a minimum of 300mm (two tiles high) around sink, wash hand basin, bath and all kitchen work surfaces. Shower cubicles or shower attachment areas should be tiled to a height of 1.8 meters. Sinks, bath and worktops to be sealed around edges with silicone sealant. Waste pipes to be sealed so as not to allow ingress of vermin. Showers in baths should be capped or a solid waterproof screen fitted. Plugs to be provided to all sinks, baths and wash hand basins.

**13.3 Kitchen units:** Should be clean, modern, damage free and sound and secure. There must be adequate wall and base units for the size of the property (persons per household); there should be at least one drawer pack or two drawers per unit. Fitted worktops should cover all low floor units and must be hygienic and free from damage.

**13.4 Washing machine:** All properties should be plumbed for provision of washing machine.

**13.5 Mice and Vermin:** Any infestation should be treated and eradicated. Any gaps or holes which allow ingress of vermin should be filled, and ventilation points covered with secure grills.

#### **14.0 Furniture & Furnishings**

- 14.1 All furniture must comply with the Furniture and Furnishings (Fire) (Safety) Regulations 1993.
- 14.2 All mattresses should be new.
- 14.3 All furniture should be clean, in full repair and full working order
- 14.4 All windows should be fitted with curtain rails / blinds.
- 14.5 All windows should be fitted with net and heavy curtains. All curtains within the same room should be matching.

## Part 2

### Size/layout Standards for Supplier Managed Private Sector Leased accommodation

#### Living Room and Bedrooms

Living rooms shall be at least 80 square feet in area and large enough to comfortably contain a sofa 2 armchairs and a television;

Double bedrooms shall be at least 80 square feet in area;

Single bedrooms shall be at least 50 square feet in area;

Bedrooms accessed off another bedroom shall not count as a separate room;

Rooms of less than 50 square feet cannot be used as living rooms or bedrooms;

Every Property shall have a minimum of one double bedroom;

Properties of with rooms of other sizes, with unusual room layouts or shapes may be accepted in the absolute discretion of the AO.

Appendix 2

Ready For Letting Notification Form

From: (Supplier's Contact Details)

To: [Haringey Housing Needs and Lettings Team, Fax No: ]

NB. Notification forms should be sent no later than 3:00pm. Please confirm receipt of form by phone call. Fill in all relevant fields including room measurements; please note any forms without room measurements will NOT be accepted as ready. If in any doubt, phone HNLT on [ ].

Address of Property (including full postcode)		
Please attach Gas and Electrical Safety Certificates and proof of buildings insurance where applicable. NB no property will be accepted as 'READY TO LET' without these being provided.		
Date Faxed:	Date Ready To Let:	Lease End Date:
Weekly Rent £	Weekly Mgt Fee: £	Invoice Total: £

Scheme Type

PSL		HALS		TSHG		QAST		OTHER	
Re-let		If Re-let, Previous Tenant				Date Vacated:			
New Letting						Reason:			

House		Loft Conversion		Any Other Extension			
Flat		Converted Building		Purpose Built		Above Shop	a

Room Measurements (in feet & inches)

Kitchen		Bathroom	
Living Room 1		Living Room 2	
Bedroom 1		Bedroom 2	
Bedroom 3		Bedroom 4	

No. Double Rooms		No. Single Rooms		No. of people suitable for	
------------------	--	------------------	--	----------------------------	--

Floor Level		Is there a lift?		No. steps (external)		No. Steps (internal)	
-------------	--	------------------	--	----------------------	--	----------------------	--

Type of heating?		Is there a Garden?	
------------------	--	--------------------	--

Downstairs Toilet		Upstairs Toilet		Downstairs Bathroom		Upstairs Bathroom	
-------------------	--	-----------------	--	---------------------	--	-------------------	--

<b>Separate Shower?</b>		<b>What floor is shower on?</b>		<b>Is there level access to shower?</b>	
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<b>Is property suitable for wheelchair user?</b>		<b>Any special facilities?</b>	
<b>Any other comments?</b>			

<b>Title Documents supplied</b>	<b>Up to date Official Copies</b>	<b>Certified Copy Lease</b>	<b>Power of Attorney</b>	<b>Other Documents</b>

<b><u>For HNL T Use Only</u></b>		<b>Date Received By PSLT</b>		<b>Total PSL rent (inc. admin. charge)</b>	
<b>Property Ref.</b>		<b>Ward</b>		<b>Void Ref.</b>	
<b>Date to Allocations</b>		<b>Back From Allocations</b>		<b>Applicant Details</b>	

Appendix 3

**Tenancy Agreement**

**PRIVATE SECTOR LEASING SCHEME**  
**FORM FOR NON-SECURE SUB TENANCY**  
**PROPERTY TO BE SUB-LET**

No:

Address.....Sub-Tenancy Commencement Date.....

.....Accommodation Code.....

Furnished/Unfurnished – Inventory Attached/to Follow.

Rent: Net Rent		
General Rates		
Water Rates		
Water Standing Charge		
Other		
<b>TOTAL</b>		

Assessed Rent .....Floor.....

Gross Value.....

Rateable Value.....

Reference No.....

Sub-tenant has received..... keys for this property

Sub- Tenant’s Details: Surname  
M/F

Forename

D.O.B

---

Sub-Tenant.....

Sub- Tenant/2<sup>nd</sup> person.....

Children/Other household members.....

.....

.....

Present Address.....LBH Tenancy Yes/No

.....

Homeless

OTHER

Case Reference Number.....

Man. Tran.

.....

---

I agree to accept the sub-tenancy of the above property subject to conditions which are set out overleaf. I have read the Council's Offer letter, and acknowledge that the sub-tenancy is not a secure sub-tenancy for the reasons stated in that letter.

I/We agree that nay payments into my/our new account can be used to reduce any previous housing debt.

1. Signed ..... Date.....  
Signed.....Date.....
2. Witnessed by  
Officer..... Date.....  
Recipients Name.....

**SUB-TENANCY CONDITIONS**

**1. THE CONDITION'S OBLIGATIONS**

- (1) The Council shall keep in repair and proper working order any domestic appliances or furnishing supplied by the Council and as described in the inventory.
- (2) Subject to the terms of the Head Lease relating to the property being let the Council shall use its best endeavours to procure the Landlord to:
- (a) Keep the structure, exterior and common parts of the property in good repair including drains, gutters and external pipes.
  - (b) Keep in repair and proper working order:-
    - (i) The installations for the supply of water, gas and electricity, for sanitation and rubbish disposal.
    - (ii) The installations for space heating and heating water.
    - (iii) The lift service and other communal amenities where these are provided

**PROVIDED THAT** the Council or its agents may recharge to the sub-tenant the cost of repairing any damage caused by the sub-tenant.

- (3) The Council shall:-
- (a) Make reasonable arrangements for entering the property to inspect the state of repair of the property or adjoining premises or for carrying out repairs or other works to the property or adjoining premises;
  - (b) If a repair or inspection is not being carried out in response to a request from sub-tenant, give **24 hours** notice in writing of the morning or afternoon of its visit to the premises to inspect; **Save That** the Council may enter without notice if there is an emergency which might result in personal injury or damage to the sub-tenant's belongings to the property or to the adjoining premises;
  - (c) enquire into the reasons for failure by the sub-tenant to pay the rent or other charges when due and shall take all reasonable steps to provide financial counselling before asking proceedings for recovery of any money due.

**2. THE SUB-TENANT OBLIGATIONS**

The Sub-tenant shall:-

- (1) Pay the rent, Council Tax (or charges made in substitution thereof), water rates and other charges as specified on the rent details card regularly and promptly.
- (2) Ensure that the condition of the property including decorations and fixtures and fittings, any furniture provided, and any common parts do not deteriorate owing to acts of waste, or by neglect, or default of, the sub-tenant or any person/s residing in the property.
- (3) Not make any alterations to the property or its fixtures.
- (4) Not use the property for any trade or business or for any other purpose other than as a temporary dwelling.
- (5) Not use the property or allow the property to be used for illegal or immoral purposes
- (6) Not keep pets in the property.
- (7) Allow authorised officers or agents of the Council or of the freeholder access to the property to inspect or repair the property or adjoining premises and shall not hinder, obstruct, abuse, threaten or assault them in the performance of their duty.



- (8) Not take in lodgers, nor assign, sublet, or part with possession of the property or any part thereof, nor allow any other person to live in the property.
- (9) Not cause or allow to be caused any action which is likely to be of nuisance to adjoining occupiers or other persons and to ensure that any noise on the property is not such as to cause nuisance or annoyance to adjoining occupiers or other persons
- (10) Not cause or allow to be caused any action which in the opinion of the Council may be harassment on the grounds of race, sexual orientation, religious beliefs or disability. Harassment is interference with the peace or comfort of any person.
- (11) Be entirely responsible for the connection and payment of all services.
- (12) Clean communal landings and passages adjacent to or part of the property
- (13) Not store on the property quantities of inflammable material or gases.
- (14) Advise the Council or ..... as soon as possible of any defect in the property.
- (15) Maintain all garden space free from rubbish and in a tidy condition
- (16) Not park any vehicle in a position which could obstruct access to other parking space or garages or which could cause inconvenience and shall remove any unroadworthy vehicles from any shared access roads or other communal areas appertaining to the property within four weeks of written request to do so from the Council.
- (17) In the last month of sub-tenancy permit the authorised officers or agents of the Council to visit the property at a reasonable hour of the day together with prospective new sub-tenants for the purpose of viewing the property.
- (18) Return the keys at the end of the sub-tenancy to.....

And leave the property clear of all sub-tenant's belongings and leave the Council's fixtures and fittings, furniture, floor coverings and curtains as described in the inventory in the same state as they were at the beginning of the sub-tenancy except for fair wear and tear. Any belongings left in the property thereafter will be treated as abandoned and the Council may dispose of them as it thinks fit.

- (19) Not remove alter or damage fixtures fittings or decorations nor any furniture provided AND the Council reserves the right to recharge the Sub-Tenant or any former Sub-Tenants the cost of repairs or replacement of the same howsoever arising.

**3. TERMINATION**

- (1) Either the Council or the sub-tenant may terminate the sub-tenancy by giving the other **28 days** written notice to quit.
- (2) Such notice may serve on the sub-tenant by leaving it at the property or sending it first class post to the property addressed to the sub-tenant.
- (3) Notice may be served on the Council by leaving it at or sending it first class post to:.....

**4. ACKNOWLEDGEMENT**

The sub-tenant hereby acknowledge by the appearance of his/her signature below that the property being let forms part of the Council's private sector leasing temporary accommodation stock and that the terms of the Tenant's Charter shall be modified so as to be consistent with the Council's obligations under its Head Lease.

SIGNED by the Sub-Tenant

Date

Appendix 4

**Weekly List Of Properties Ready To Let Form**

Please complete and return to the Temporary Accommodation Team at London Borough of Haringey every **week** on a Monday morning.

**Fax:** [ ]

**e-mail:** [ ]

**Supplier Name:**

**Contact name/number:**

**Week ending:**

<b>Address</b>	<b>Date PSL Notified</b>	<b>Ready to Let Date</b>	<b>New/Relet</b>	<b>Property Type</b>	<b>Number of Bedrooms</b>	<b>Weekly Rent Amount</b>	<b>Rent Start Date</b>	<b>Date Nominated</b>	<b>Nominated Tenant</b>


## **Repairs Priority List**

The following tables outline the priorities and repair functions. Repair obligations, which are not mentioned in these tables but are the responsibility of the landlord under the Lease, will also need to be completed within a period of time deemed reasonable by the Council.

### **Repairs Priority List**

Suppliers must measure response times from the time the tenant reports the problem.

Emergency - respond within 24 hours. This is for repairs to remove immediate danger to people, to prevent major damage to the property, or to make the property secure.

Make extreme situations safe within two hours.

Priority A - complete work within three working days. This is for work to prevent damage to the property, to overcome inconvenience to the tenant, or where there is a possible health, safety or security risk.

Priority B - complete work within 20 working days. This is for work where there is no immediate inconvenience or danger.

Priority C - complete work within 80 working days. This is mainly for work to the outside of properties, in gardens and in shared areas.

### Gas heating and hot water

Within 24 hours for total loss of either heating or hot water. If it is a serious water leak, we will be with you in two hours.

Within five working days for all other gas-heating problems.

### Specialist equipment

Lifts - respond within four hours, and replace parts within five days.

Door-entry system - respond within four hours if the door will not open, and within 24 hours for all other problems.

Shared aerials - respond within 24 hours.

### Inspections

If the Supplier needs to inspect before s/he can order the repair work, they must do this by appointment within 10 days.

## **Appendix 6**

### **Model Complaints Procedure**

#### **Introduction**

At (Name of Supplier) we want to give you high quality services. However, there will be times when things go wrong or you don't think that we have got it right. When this happens, we want to hear from you so we can try and sort out the problem. You have the right to complain and we can learn valuable lessons from what you tell us. Making a complaint won't affect your right to receive a high quality service.

#### **Stage 1 - Informal Complaint**

If you are unhappy with the service you have received, you should raise it first with the officer dealing with the matter concerned. They will do their best to try and resolve the problem as soon as possible. They will also make a record of your complaint.

#### **Stage 2 - Formal Complaint**

If you are not happy with the response you get, you can make a formal complaint. To do this, you should contact the manager responsible for complaints (state who this is) and explain why you are unhappy with the service that you have received. The manager will investigate your complaint and send you a written response within 10 working days. A record will be kept of both your complaint and the response.

Please note that this procedure cannot deal with issues that are subject to legal proceedings.

## Appendix 6(i)

### Model First Warning Letter

Date:

Name:

Address:

Dear

#### **Re: COMPLAINT**

As you are aware, we have been investigating complaints made against you. It has been alleged that:

*(Briefly summarise in a paragraph the alleged conduct of the tenant which has resulted in the warning letter).*

There is evidence to suggest the allegations are true. Your conduct/your child's conduct/your visitor's conduct (delete as applicable) is a breach of your tenancy conditions. When you signed your tenancy agreement on \_\_\_\_\_, you agreed to the terms and conditions of tenancy. Clause [x] of your tenancy agreement states (quote the relevant part which prohibits the conduct being complained of in the letter).

**Your alleged conduct is unacceptable. We will continue to monitor the situation and, if there are any further complaints, legal action will be taken against you, which could lead to your eviction.**

Please note that if you are evicted because of your behaviour, you may be found to be 'intentionally homeless' if you make an application for re-housing to your landlord, the Council. Under these circumstances, the Council will have no obligation to re-house you,

Yours sincerely,

## Appendix 6(ii)

### Model Second Warning Letter

Date:

Name:

Address:

Dear

#### **Re: Notice To Quit**

I refer to the warning letter that was sent to you on \_\_\_\_\_, in which you were informed that legal action may be taken against you if you continued to breach your tenancy conditions by *(briefly summarise the alleged conduct of the tenant which resulted in the warning letter)*.

Since the warning letter was sent we have received further complaints of similar incidents that identify you as being responsible. *(Briefly summarise the further complaints)*.

**In the circumstances, we have decided to recommend to your landlord, the Council that a Notice To Quit be served on you. After the notice period has expired, they may, without further notice being given to you make an application to the court for a Possession Order.**

Please note that if you are evicted because of your behaviour, you may be found to be 'intentionally homeless' if you make an application for re-housing to the Council. Under these circumstances, the Council will have no obligation to re-house you,

We would advise you to seek independent legal assistance with this matter.

Yours sincerely,



## Appendix 7

### Model Inspection Form For Suppliers

Address: \_\_\_\_\_ Date: \_\_\_\_\_

\_\_\_\_\_ Inspector: \_\_\_\_\_

House OR Flat: \_\_\_\_\_ Floor: \_\_\_\_\_

Service User name \_\_\_\_\_

Service User contact number \_\_\_\_\_

External/Communal areas
-------------------------

Internal areas

Lounge	Kitchen	Bathroom	Toilet	Hall	Landing	
Carpet	Lino	Lino				
Curtain	Curtain	Curtain	Curtain			
Table	Table	Tiling				
Chair	Chairs	B. Panel				
Sofas	Cooker	Basin				
	Fridge	Bath				
	Worktop	Shower				
	Units	Curtain				
	Floor seal	Floor seal	Floor seal			
	Fire Door					
Window	Window	Window	Window			
Decor	Décor	Decor	Decor			

Bedroom	Carpet	Curtain	Wardrobe	Chest	D-Bed	S-Bed	Window	Decor
D S								
D S								

D	S							
D	S							

Any outstanding repair/maintenance issues

All appliances working?

Heating and hot water working?

Safety issues?

Smoke alarms	
CO Detector	
Fire Blanket	
Fire Extinguisher	
Window Restrictors	
Floor Seals	

List other household members and verify identity.

Are all still resident? If any have left please give details.

Any new residents? If so please give details.

Any Service User complaints/problems?

Any other health and safety concerns?

Any other rooms inspected?

Other.

Tenant observations or comments (if any)	
Tenant signature	
Agent signature	

Service User's comments	
Satisfied	<input type="checkbox"/>
Dissatisfied	<input type="checkbox"/>
Reason for dissatisfaction:	
Service User's Signature	Date
Supplier's Signature	Date

Appendix 8

**Model Template For Monthly Performance Reporting**

**Supplier Name:**

**Period Covered:**

**Properties**

	Estimate for Quarter	Actual	Estimate for Next Quarter
Number of Properties Acquired			
Number of Relets			
Number of Property Handbacks			

**Complaints**

Summary:

<b>Complaints Received</b>	
<b>Complaints Upheld</b>	
<b>Complaints Resolved</b>	
<b>Complaints Ongoing</b>	

Details:

Address	Tenant Name	Date of Complaint	Nature of Complaint	Action Taken	Outcome & Date Completed

**Tenancy Terminations**

Address	Tenant Name	Date Tenancy	Reason

--	--	--	--

**Repairs**

	<b>Number completed on time</b>	<b>Number not completed on time</b>
<b>Priority A (completion target within 24 hours)</b>		
<b>Priority B (completion target 5 working days)</b>		
<b>Priority C (completion target 28 working days)</b>		

**Possession Action**

<b>Address</b>	<b>Tenant Name</b>	<b>Reason for Action</b>	<b>Action Taken/Status</b>	<b>Is a Transfer Required?</b>

**Racial Incidents**

<b>Date</b>	<b>Incident Details</b>	<b>Action Taken</b>

## Appendix 9

### **Model Quarterly Performance Review Meeting Agenda**

- Minutes of Last Meeting
- Matters Arising
- Quarterly Performance Report
- Quarterly Property Profile Audit
- Racial Incidents
- Performance Failure
- Payments & Invoicing
- Legal Proceedings
- Lease Expiries, Hand Backs, Renewals
- Housing Management Issues
  - Transfers
  - Complaints
  - Repairs
  - Residency Inspections
  - Voids
  - Gas Checks
  - Quarterly Performance Statistics
- Procurement
  - Performance
  - Property standards
  - Documentation
- Any Other Business
- Date of Next Meeting

## Appendix 10

### Transfer Request Form

<b>Supplier</b>	
<b>Name of Tenant</b>	
<b>Address</b>	
<b>Contact Phone No.</b>	
<b>Housing Ref. No.</b>	

<b>Date of Request</b>	
<b>Reason for Request</b>	Overcrowding/ Disrepair/ Medical/ Harassment/ Lease Expiry/ Other
<b>Date Notice Served</b>	

<b>Property Size</b>	
<b>Lease Expiry Date</b>	
<b>Tenancy Start Date</b>	

<b>List Current Household Members (including date of birth, gender and relationship to tenant)</b>	1.	5.
	2.	6.
	3.	7.
	4.	8.

<b>Has this changed since originally housed?</b>	
<b>Rent Arrears?</b>	
<b>Any other reasons to prevent transfer?</b>	

<b>Full Details of Reason for Transfer (plus details of what actions the Supplier has taken)</b>	
--	--

<b>For LBH Use:-</b>	
<b>Actions Required:</b>	
<b>Property Inspection?</b>	
<b>Other Actions Required</b>	
<b>Transfer Decision</b>	

## Appendix 11

### Transfer Procedure

The Council shall serve a Notice to Quit on Service User with a covering letter explaining that the Notice is being served due to lease expiry/property hand back. The current household composition must be checked and proof of identity (e.g. passport, full birth certificate, benefit entitlement letter) and residence (e.g. official letters addressed to property) obtained for any new household members.

In addition, proof of current receipt of Child Benefit (e.g. letter from Child Benefit Agency listing the names of the children) must be obtained for all dependant children in the household and recent proof of residence (e.g. an official letter addressed to the property) must be obtained for all adults living in the household (including grown up children of the Service User) apart from the Service User and partner.

### *Major Disrepair*

The Supplier shall submit an expert report confirming the works required and that the Service User will not be able to remain in occupation during the works. Such Property will require inspection by a HNLTO officer before they can be accepted back on to the Scheme after repair. Properties will not be paid for during the period that they remain uninhabitable.

### *Statutory Overcrowding/Under Occupation*

Where there have been additional children born since a family was originally housed, we will need to be provided with copies of the full birth certificates and proof of receipt of Child Benefit. If this documentation is in order, we will assess whether a transfer is needed.

If there are additional family members (not new children), then it may be necessary to have the family reassessed to establish whether we have a duty to them. If there is a duty, then we will consider a transfer. However, transfers will not normally be agreed in cases where Service Users have caused overcrowding by inviting extra people to come and live with them.

If household members have moved out of the Property, we will need evidence of this and details of their new address.

### *Domestic Violence and/or Harassment*

All cases of domestic violence and harassment shall first be investigated by the Supplier (please see Section 20). If the Supplier considers that a transfer is needed, then the Temporary Property Team will consider authorising a transfer. Before the Temporary Property Team agrees to a transfer, we will need to see a supporting report and recommendation from the Supplier, including any available evidence such as statements from the police and other agencies.

### *Medical Reasons*

The Temporary Property Team will ask the Service User to complete a medical questionnaire and then put the case to the Council's Disability Panel (or equivalent) for an assessment of whether the Property is suitable or not.

### *In All Cases*

The Temporary Property Team will inform the Supplier and the Service User of the transfer decision.

If the Temporary Property Team agree to a transfer, the Supplier may be asked to identify a suitable alternative accommodation for the Service User, except in the case of lease expiry when the Service User will normally be given an opportunity to bid for a permanent property via the Council's Choice Based Letting Scheme. If the Supplier has no suitable Property available then the Council will offer the Service User a suitable Property when one becomes available. If the transfer is due to disrepair or early hand back, the Supplier shall be required to assist with or pay for the Service User's removals.

In exceptional circumstances, where there are pressing reasons for a Service User to be moved, the Temporary Property Team will consider requests for transfers for cases that fall outside these procedures.



## Appendix 12

### Policy on Harassment and Domestic Abuse

#### A summary of our Hate Crime and Harassment Strategy

This strategy has been developed in partnership with the local community and in collaboration with our partner services such as the police, health and the voluntary sector. We have worked together to look at how we can improve our response to a range of problems from an isolated incident of verbal abuse to prolonged harassment and serious violent assault. We have also agreed to co-ordinate our efforts more effectively to increase the reporting of these crimes by building confidence across our diverse communities. When we refer to hate crime and harassment, we are talking about any verbal or physical behaviour which is perceived by the victim, or any other person, to be motivated by hatred or prejudice on the grounds of race, religion, sexuality, disability, age or gender.

Research from Victim Support has revealed that victims experience hate crime many times before reporting it. Victims also believe that they will not receive an adequate response. We, therefore, pledge to:

#### ENCOURAGE REPORTING OF HATE CRIME AND HARASSMENT

Victims are able to report hate crimes to the Antisocial Behaviour Action Team (ASBAT), the Police Community Safety Unit, and front line agencies such as Homes for Haringey (see numbers listed overleaf) We will develop multi-agency outreach work and investigate alternative reporting methods to increase confidence in reporting. We will review our processes for recording hate crime and standardise reporting and referral across agencies. Our health partners will pilot the screening of hate crime and harassment. The Partnership will develop a front-line training programme to cover basic awareness; how to make effective referrals, and techniques for challenging prejudice.

#### IMPROVE OUR RESPONSE TO HATE CRIME AND HARASSMENT

We will develop and distribute a directory of local organisations that tackle hate crime to include enforcement tools and information on legal, security and stress counselling support for victims. Police, the ASBAT and Victim Support will also develop procedures to ensure that all victims are referred appropriately.

#### IMPROVE COMMUNITY COHESION

We will work together to develop a joint communications and community outreach plan to encourage tolerance and respect and to bring down barriers

between different community groups. Haringey Council will give priority to community cohesion in voluntary sector grant funding.

#### UNDERTAKE LONG-TERM PREVENTION WORK

We will raise awareness, especially among children and young people, to ensure that young victims know how and where to report incidents and obtain support. The Partnership will ensure that hate crime and harassment is central to anti-bullying and anti-discriminatory policies in all schools, and will set up multiagency training for front-line staff on challenging intolerance.

#### IMPROVE INTELLIGENCE AND DATA

We will improve the recording and analysis of hate crime and harassment and of community tension to improve our understanding of its size and characteristics. We will ensure that all information is shared among the relevant partners and that this information is used regularly to improve services. All hate crimes will be investigated by the Police Community Safety Unit.

The contact details for those who can assist and take action are below:

Police Community Safety Unit (CSU)  
020 8345 1941  
Dedicated ASB Line  
0845 671 1177

For support and advice, please contact: Victim Support 020 8888 9878

Further information can be found on our website at: [www.haringey.gov.uk](http://www.haringey.gov.uk)

Haringey is a hugely diverse borough and our recent survey confirmed that residents value this diversity. However, we know that hate crime and harassment is of concern to many members of the local community and that the impact on victims and their families can be devastating.

From working Together for a Safer Haringey

**Appendix 13**

**Model Court Action Form**

<b>Notification of recommendation to commence possession proceedings due to nuisance or other breach of tenancy conditions</b>	
Supplier	
Tenant	
Address	
Reason for warning	
Date warning letter 1	
Date warning letter 2	
Reason for NTQ	
List incidents, dates and actions taken by Supplier	
<b>Please attach to this form, copies of all warning letters sent and any file notes detailing relevant incidents and actions taken.</b>	
As this information may be relied upon in court, please sign to confirm that this is a complete and accurate account of events. Please note that you may be called upon for witness statements, affidavits and court appearances as required.	
Signature and Date	

**Appendix 14**

**Termination of Tenancy/ Handback of Property Form**

You always need to complete sections one and two of the form. Please complete section three if the property is being handed back.

Fax to [                    ] or email [                    ]

**Section 1) General Details**

**Supplier:** \_\_\_\_\_ **Date Sent:** \_\_\_\_\_

**Person completing form:** \_\_\_\_\_

**Property Address:** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ **Postcode:** \_\_\_\_\_

**Section 2) Termination of tenancy**

**Name of tenant:** \_\_\_\_\_

**Date tenant left:** \_\_\_\_\_ **Date tenancy ended:** \_\_\_\_\_

**Reason tenant left:** \_\_\_\_\_

\_\_\_\_\_

**Forwarding address (if known):** \_\_\_\_\_

\_\_\_\_\_

\_\_\_\_\_ **Postcode:** \_\_\_\_\_

**Section 3) Hand Back of Property**

**Date property handed back:** \_\_\_\_\_

**Reason property handed back:** \_\_\_\_\_

\_\_\_\_\_

LBH use only:

Date received:

Account number:

Pay Ref:

HA number:

TAT informed:

HPU informed:

Date Filed:

PSL Officer:

**Appendix 15**

**Lease Renewal Notification Form**

<b>Supplier:</b>			<b>Date:</b>		
<b>Address</b>	<b>Tenant</b>	<b>Current Rent</b>	<b>Other fees (if any)</b>	<b>New Rent</b>	<b>New other fees (if any)</b>

Appendix 16

Vulnerable Tenants Referral Form

**HARINGEY COUNCIL**

**VULNERABLE TENANTS PANEL (VTP) REFERRAL FORM**

ICO NAME :	Ext :	DATE OF REFERRAL :
------------	-------	--------------------

TENANT'S DETAILS	
FULL CURRENT ADDRESS :	
POST CODE :	

HOUSEHOLD DETAILS <i>(Please include all members of the household)</i>						
FAMILY NAME	FIRST NAME	RELATION TO TENANT	MALE / FEMALE	DOB (dd/mm/yy)	Ethnicity	Disability
		tenant				

Current Arrears : £ For Council use only	Weekly rent payable : £ For Council use only
Last amount paid : £ For Council use only	Date of last payment : For Council use only





*(Please include if known mental health diagnosis and dual diagnosis or any other concerns e.g. DV, drug and alcohol issues)*

--

**NAME OF CARE COORDINATOR /FLOATING SUPPORT WORKER/ CMHT LOCALITY OR OTHER AGENCY / RELATIVE WHO SUPPORTS THE TENANT/FAMILY :**

NAME	ADDRESS	TELEPHONE NO.

**REFERRALS MADE TO OTHER AGENCIES (CAB, FS, START, VAT etc) :**

REFERRED TO	DATE	OUTCOME

**SUPPORT PROVIDED BY ICO / IRO AND OUTCOME :**

*(include attempts made to engage with tenant, agreements made and if broken reasons given known. e.g. refusing to respond to home visits)*

For Council use only

**HAS THE CASE BEEN REFERRED TO THE PANEL BEFORE**

**DATE OF PREVIOUS REFERRAL(S):**

**OUTCOMES FROM PREVIOUS REFERRAL:**

**LIST ISSUE(S) YOU WANT VTP TO ASSIST WITH :**

**ICO/IRO to provide FOUR copies of the VTP Report AND the  
Rent Statement (going back to last key action)**

**Case logged on spreadsheet**

**VTP Decision of Agreed Action to be Taken:**

**ICO to update spreadsheet**

**With outcome**

**DATE : \_\_\_\_\_**

## Appendix 17

### Referral Criteria For Haringey Council's Tenant Support Service

[In the event a Supplier believes an individual/household in a Private Sector Leased Home, where the Council is the landlord, is not "coping" with their tenancy, the Supplier should refer the case to the HNLТ, in writing, giving a full account of any problems/incident (s). The HNLТ will, in turn, decide if the case needs to be passed on to the Council's Tenant Support Service.

The Tenant Support Service will, under the Supporting People Programme, extend housing-related support and/ or advice to "vulnerable" people placed in Private Sector Leased Homes. The person may be vulnerable for the following reason (s) - (this is not an exhaustive list):

- Mental health
- Physical disability
- Older person
- Chronic health problems

Please note that referrals can be made in the absence of any of the above criteria and only by a nominated person in the HNLТ, so long as it has been identified that the person/household is unable to manage their tenancy and live independently. This inability to cope could manifest itself in a number of ways (as stated below). In some instances, cases identified by the HNLТ may already have been referred to the Tenant Support Service by the Council's Support & Resettlement team), who will support the individual(s), for a period of up to 6 weeks in the Private Sector Leased Home, before passing them on to the Tenant Support Service, where there is an ongoing support need (all such cases will be notified to the HNLТ, in order to avoid duplication).

- Deterioration in the living conditions, e.g. hoarding.
- Erratic behaviour
- Failure to engage with other services, e.g persistently denying access to contractors
- Debt (benefit maximisation)

The overarching theme/objective is to try and ensure that vulnerable people are able to live independently and sustain tenancies in the community, through identifying and meeting their support needs.

Notwithstanding the above stated, the Tenant Support Service reserves the right to decline referrals which are deemed to be inappropriate, i.e. instances where the Supplier should be dealing with the matter(s).

Finally, the outcome of each case will be notified to the nominated person in the HNLТ.

## Appendix 18

### Customer Care Charter

#### **We will:**

- Treat you with courtesy and respect
- Embrace, promote and value the diversity of our customers
- Be open and honest with you
- Always use plain language
- Respect your right to confidentiality, privacy and safety
- Let you know the name of the person you are dealing with
- Make the council easy to do business with
- Investigate and resolve your complaints and keep you inform of progress
- Protect our staff from abuse and harassment
- Apologise for our mistakes and seek to put things right
- Continually improve our service to you and welcome your feedback

#### **We aim to:**

- Get it right first time
- Support people in accordance with their needs
- Answer telephone calls within 15 seconds
- See customers visiting our customer service centres within 15 minutes of arrival
- Respond to your correspondence and complaints within 10 working days
- Offer value for money service

#### **We will not:**

- Always be able to give you what you want but we will explain to you why

## Appendix 19

### Child Protection Referral Form

#### Specification for the provision of Private Sector Leasing accommodation

***Referral form for reporting suspected child abuse/neglect { are we expecting the agent to use this form?}***

If you have concerns about a child/young person then the following information will help the social services department or police. **However** you should not be worried about making a referral where you don't possess all this information. It is very important to make a referral even if you have only partial information in circumstances where you are very concerned about the safety and well being of a child/children.

#### HARINGEY SOCIAL SERVICES DEPARTMENT REFERRAL AND INFORMATION RECORD

**Social services use only:**

Date referral received:			CI reference number:		
Client group:	Expressed need:		DoH Cat.		
Referral method:	Self assessment form	Office visit	Telephone	Letter	
Referral taken by	Name:		Team: <b>Anti-Social Behaviour Team</b>		
Name of referrer	Agency/relationship				
<b>CHILD/YOUNG PERSON'S DETAILS</b>					
Family name			Given name:		
Also known as:					
DOB/expected date of delivery:			Gender	<b>Male/Female</b>	
Usual address:					
Postcode:		Telephone:		Ward:	
Current address if different from above:					
Postcode:		Telephone:		Ward:	
Child/young person's first language or preferred means of communication:				Interpreter/signer required?	Yes/No
<b>Child/young person's ethnicity</b>		<b>Code:</b>			

Comment:

Child/young person's religion: N/K

Child/young person's nationality: N/K

Immigration status, if appropriate:

Asylum seeking      Refugee status      Exceptional leave to remain

Home Office Registration number:

The child/young person is disabled: No

Nature of impairment:

The child/young person is on a disability register: No

Child/young person already known to social services (specify reason)

**DETAILS OF PARENTS/MAIN CARERS:**

<b>Mother</b>	Name			
	Date of Birth		Ethnicity	
	Language		Interpreter/signer required?	YES/NO
<b>Father</b>	Name		Parental resp?	Yes/No
	Date of Birth	01/04/73	Ethnicity	
	Language		Interpreter/signer required?	No
<b>Any other main carer</b>	Name		Parental resp?	Yes/No
	Date of Birth		Ethnicity	
	Language		Interpreter/signer required?	Yes/No

Are any of the main carers disabled? Yes/No (if Yes, please specify)

**Details of the parents if they are not the main carers/resident with the child/young person:**

<b>Mother</b>	Name			
	Address			
	Telephone		Is mother disabled?	Yes/No
	Date of Birth		Ethnicity	
	Language		Interpreter/signer required?	Yes/No
<b>Father</b>	Name			
	Address			
	Telephone		Is father disabled?	Yes/No

	Date of Birth		Ethnicity	
	Language		Interpreter/signer required?	Yes/No

**Parent/carer known to social services (specify reason)**

**OTHER MEMBERS OF THE HOUSEHOLD**

Family Name	Given Name	DOB	Gender	Relationship to Child	Tick if a referre

**Other member of the household known to social services (specify reason)**

**KEY AGENCIES INVOLVED**

School	Education type	Name and Address		Date starte
	Contact name		Telephone number	
Other agencies	Contact name	Address		Tel No

**Reason for referral:** What the referrer is particularly concerned about **and how they feel this could be improved/addressed by the Social Services Department.** Wherever possible the referrer should consult with the parent/carer & child/young person, if appropriate, so that their wishes are taken into consideration and they are aware of the information being shared with the Social Services Department. Information about a child should still be shared with other agencies if it is felt to be in the best interests of the child, even if permission is not given by the parent/carer.

--

**Referrer's details:**

Name:		Agency/Relationship:	
Address			
Has the referrer informed the parent/carer of this referral?			Yes/NO
If "No" please state reason:			
Has the referrer informed the child/young person of this referral?			YES/No
If "No" please state reason: <b>Have had no dealings with the children</b>			
Does the referrer wish to remain anonymous?			Yes/No

**Views of child/young person, if known:**

--

**Views of parent/carer, if known:**

--

**Views of any other significant people, if known:**

--

**FURTHER DETAILS CONCERNING THE CHILD/YOUNG PERSON**

**CHILD PROTECTION:**

The child/young person has been the subject of a Section 47 enquiry by this authority in the past			YES/NO
The child/young person is currently on another authority's CP Register	Yes/No/ <b>Don't know</b>	Authority:	
The child/young person has previously been on any authority's CP Register			Yes/No/ <b>Don't know</b>
Authority:	Date Registered:		
Category of abuse:	Date Deregistered:		

Other child(ren)/young person(s) in the family are/have been on CP Register:

Yes/No/**Don't know**



Name	Date of Registration	Date of Deregistration	
Is the referred child/young person looked after by another authority?		Yes/No/ <b>Don't know</b>	
If Yes, name of authority:			
Placement type & address:			
Child/young person referred has been looked after previously by any authority		Yes/No/ <b>Don't know</b>	
Name of authority:	Start date	End date	
Other child(ren)/young person(s) in the family are/have been looked after:		Yes/No/ <b>Don't know</b>	
Name of child:	Authority	Start date	End date
The referred child/young person or other member of the household is known to Social Services for any other reason (specify)			

<b>RECORD OF MANAGER'S DECISION AND ACTION IN RESPONSE TO REFERRAL</b>	
A decision to pursue one of the following options must be made <b>within one working day</b> of receipt of the referral. A copy of this page should be used to inform referrers of the decision within 48 hours of the referral being received	
Family name:	Given name:
Usual address:	
Date of referral:	CI reference number:
<b>No assessment required</b>	
<ul style="list-style-type: none"> <li>• No further action</li> </ul>	
-----	
<ul style="list-style-type: none"> <li>• Provision of advice &amp; information only</li> </ul>	
-----	
<ul style="list-style-type: none"> <li>• Referral to other agency/service (specify)</li> </ul>	

<ul style="list-style-type: none"> <li>Provide or arrange simple services (<i>specify</i>)</li> </ul>		
<b>Initial assessment required</b>		
<ul style="list-style-type: none"> <li>Initial Assessment by Referral and Assessment Team Allocated to:</li> </ul>		
<ul style="list-style-type: none"> <li>Initial Assessment by Disabled Children's Team Referral discussed with relevant manager on:</li> </ul>		
<b>Child Protection (Section 47) investigation is required</b>		
<ul style="list-style-type: none"> <li>Section 47 investigation proceeding: Allocated to:</li> </ul>		
<ul style="list-style-type: none"> <li>Strategy meeting to be held: Allocated to:</li> </ul>		
<p><b>Brief reasons for manager's decision:</b> In particular, managers should comment on any major difference between their decision and the referrer's expectations.</p>		
Date referrer informed of decision:		
Date family informed of decision:		
Date child/young person informed of decision		
Family not informed due to risk of significant harm		
Child/young person not informed due to risk of significant harm		
Child/young person not competent to be informed		
Above decisions made by:		
Name (print):		Position:
Office:		Telephone number:
Signature:		Date:
Copied to Referrer (Date) _____, Administrator (Date) _____ and File (Date) _____		

**Appendix 20**

**PSL LEASING SCHEME PARTICULARS**

<b>2. Landlord</b>	[ ] and including the person or persons for the time being
<b>1. Date</b>	entitled to the reversion expectant upon the determination of the term hereby granted

<b>3. Tenant</b>	The Mayor and Burgesses of the London Borough of Haringey of Civic Centre, High Road, Wood Green, London N22 8LE and their successors
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<b>4. Term</b>	[ ]
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<b>Commencement Date</b>	
--------------------------	--

years from the Commencement Date subject to prior determination as hereinafter provided

<b>6. Rent</b>	[ ] per month with the first two weeks being rent free
<b>5. Rent £</b>	

**THIS LEASE** is made on the date as specified in Section 1 of the Particulars. Being the date the Premises are ready for sub-letting by the Tenant

**BETWEEN** the Landlord and the Tenant.

**WITNESSES** in consideration of the rent and the covenants on the part of the Tenant and the conditions reserved and contained as follows:-

1. **IN THIS** Lease the following expressions shall have the following meanings and definitions.

**Authorised Officer** means [ ]

**Building** means the building known as [ ] of which the Premises form part

**Common Parts** means such entrances, passages, staircases, circulation areas, lifts, service roads, gardens, forecourts, lavatories, and other areas from time to time provided for the common use of tenants, occupiers, visitors or any of them;

**Conduit** means any pipe, drain, culvert, sewer, flue, duct, gutter, wire, cable, optic fibre, conduit, channel and other medium for the passage or transmission of water, soil, gas, air, smoke, electricity, light, information or other matter and all ancillary equipment or structures;

**End of the Term** means the determination of the Term by expiry, forfeiture, notice, surrender or otherwise;

**Exceptions and**

**Reservations** means rights reserved unto the Landlord set out in the Second Schedule

**Facilities** means all entry phones, boilers, heaters, gas fires, water heating system and the central heating systems and all other gas fittings material appliances and equipments

**Furnitures** means the furnishings furnitures and appliances listed in the List of Furnishings and Furnitures annexed to this Lease.

**[Head Lease** means the lease vesting the Premises in the Landlord and out of which the Term is hereby granted]

**[Head Landlord** means the landlord named in the Head Lease or other the person in whom the reversion immediate expectant upon the determination of the Head Lease is vested from time to time]

*[Drafting points: This lease will have to be amended accordingly if the landlord does not hold the reversion under a head lease.]*

**Insurance** means insurance effected in such insurance office of repute, or with such underwriters, and through such agency as the Landlord may decide, and subject to such excesses, exclusions, limitations and conditions as the insurer may require or the Landlord may properly negotiate (but the Landlord shall endeavour to negotiate policies under which the insurer has no rights of subrogation against the Tenant) and covering:

- (a) the Building or Premises (but specifically excluding tenant's and trade fixtures and fittings) against the Insured Risks for a sum sufficient to cover the cost of reinstatement assuming total loss, including all applicable VAT and ancillary costs (such as site clearance and professional fees) and appropriate allowance for inflation;
- (b) Loss of Rent;

(c) third party and public liability at the Building or Premises for such sums as the Landlord may from time to time consider prudent;

**Insured Risks** means any loss or damage to the Building or Premises occasioned by fire aircraft storm tempest lightning flood malicious damage earthquake civil commotion explosion subsidence and such other risks as are specified in the Head Lease and any other risks that the parties hereto may from time to time agree and in such sum as shall be the reinstatement value of the Premises together with architects surveyors and other professional fees and loss of rent for the residue of the Term

**Landlord's  
Fixtures &  
Fittings**

means the Facilities and all such items listed in the List of Fixtures and Fittings attached to this Lease and all other fixtures and fittings at the Premises whenever fixed except those fixed by the Tenant which are generally regarded as tenant's fixtures

**Loss of Rent** means the loss of all Rent for such period (being not less than three years) as the Landlord may from time to time reasonably consider sufficient to complete reinstatement of the Premises following a total loss and for such sum as takes into account any likely rent review during that period;

**Planning Acts** means the Town and Country Planning Act 1990 and all other statutes containing provisions relating to town and country planning when from time to time in force and all other statutes, statutory instruments, regulations and orders included by virtue of Clause 2.5;

**Premises**

means the property known as [ ] [shown [for the purposes of identification only] edged [red] on the Plan] [and all and any part of such property and any additions thereto including:

- (i) the internal finishes of the walls and of the floor and ceiling slabs dividing the Unit from other parts of the Building but not those walls or slabs themselves and ceilings and floorboards but not other loadbearing members of a floor;
- (ii) internal walls which are not loadbearing;
- (iii) the internal finishes of any loadbearing walls columns, or floor or ceiling slabs within the property but not those walls columns or slabs themselves;
- (iv) the doors, door frames, windows, and window frames of the Unit;
- (v) the Conduits to the extent that they are within and exclusively serve the Unit;
- (vi) the Landlord Fixtures and Fittings whenever fixed except those fixed by the Tenant which are generally regarded as tenant's fixtures;

but for the avoidance of doubt no areas outside the boundaries of the walls the floor and the ceiling containing the Unit are included in the Premises (without prejudice to any rights expressly granted to the Tenant)]

1993 Regulations means the provisions of regulation 14 of the Furniture and Furnishings (Fire) (Safety) Regulations 1988 as amended by the Furniture and Furnishings (Fire) (Safety) Amendment Regulations 1993 and made in accordance with section 11(5) of the Consumer Protection Act 1987 or any Act or Acts of Parliament Statutory

Instrument Rules Orders or Regulations amending replacing substituting or consolidating the same

**Rent Free Period** two weeks from the Commencement Date [*or From the Commencement Date to the date of this Lease if delay caused by Supplier not providing proof of title*]

**Rights** means those rights to be granted to the Tenant set out in the First Schedule

**Schedule of Condition** means the Schedule of Condition signed by the parties and annexed to this Lease

**Services** means the provision operation and carrying out by the Landlord of such services which (in the context of the parties' intention that the Building is to be used as residential accommodation) are in the reasonable opinion of the Landlord:

- (a) appropriate for the maintenance, repair, renewal, lighting, upkeep, redecoration, security, management, running and cleanliness of the Building (including the Common Parts) including (without prejudice to the generality of the foregoing) the necessary replacement of the structural parts of the Building, Conduits and items of plant and equipment and their constituent parts when necessary by way of economic repair and the provision and maintenance of any architectural or ornamental features or murals or any plants, shrubs, trees or garden area in the Common Parts; or
- (b) for the benefit of the tenants of the Building; or



(c) otherwise in keeping with the principles of good estate management;

**User** means for residential use as temporary housing accommodation

**Unit** means an individual residential unit of accommodation in the Building that is let or otherwise exclusively occupied or designed or intended for letting or exclusive occupation otherwise than in connection with the provision of Services;

**VAT** means Value Added Tax or other tax of a similar nature (and unless otherwise expressly stated all references to Rent or other monies payable by the Tenant are inclusive of any VAT charged or chargeable thereon).

## **2. INTERPRETATION**

The provisions of the Lease shall unless the context otherwise requires be construed as follows:

- 2.1 Obligations and liabilities of a party to the Lease comprising more than one person are obligations and liabilities of such persons jointly and severally;
- 2.2 Words importing one gender include all other genders;
- 2.3 The singular includes the plural and vice versa;
- 2.4 A covenant by the Tenant not to do something shall be construed as including a covenant not to permit or knowingly to suffer it to be done by a third party;
- 2.5 Reference to a statute includes any amendment, modification, extension, consolidation or re-enactment of it and any statutory instrument, regulation or order made under it which is for the time being in force;
- 2.7 Headings to Clauses Schedules or parts of the Lease do not affect the interpretation or construction of the Lease.

### **3. DEMISE**

The Landlord demises the Premises to the Tenant with full title guarantee:

- 3.1 together with the rights set out in Schedule 1;
- 3.2 except and reserving to the Landlord as set out in Schedule 2;
- 3.3 to hold the same to the Tenant for the Term;
- 3.4 subject to all rights, easements, quasi-easements, restrictions, covenants and liabilities affecting the Premises at the date of this Lease;
- 3.5 yielding and paying to the Landlord the Rent the first payment to be made one month from the end of the Rent Free Period and thereafter at monthly intervals in arrears.

### **4. TENANT'S COVENANT**

The Tenant HEREBY COVENANTS with the Landlord as follows:

#### **4.1 Rent**

The Tenant shall pay the Rent as provided in Clause 3 of this Lease and if the Landlord authorises in writing to his mortgagee or duly authorised agent.

#### **4.2 Outgoings**

To pay for all gas electricity and water consumed on and all council tax and sewerage charges in respect of the Premises during the Term.

#### **4.3 Nuisance**

In the event of a sub-tenant causing nuisance or disturbance to the Landlord or to any adjoining or adjacent owner or occupier and subject to the Landlord showing to the satisfaction of the Tenant that the occupation of the Premises by the sub-tenant or by other persons permitted by the Tenant is causing a nuisance or annoyance to adjoining occupiers the Landlord may by written notice require the Tenant to determine any such subletting and the Tenant shall

use all reasonable endeavours to remove the sub-tenants or permitted occupiers from the Premises within 28 days after service (or such longer period as its necessary to obtain vacant possession) by the Tenant's of a notice accepting that such nuisance or annoyance is established to its satisfaction

#### **4.4 Garden**

To keep the garden at the Premises (if any) clear of any domestic rubbish

#### **4.5 Assignment**

4.5.1 The Tenant shall not assign a part (as distinct from the whole) of the Premises.

4.5.2 The Tenant shall not assign the whole of the Premises without the prior consent of the Landlord (which will not be unreasonably withheld or delayed).

#### **4.6 Sub-letting**

The Tenant may sub-let the whole or part of the Premises to a person or persons requiring housing accommodation.

#### **4.7 Alterations**

Not to make any structural alterations or additions to the Premises without the Landlord's prior written consent (such consent not to be unreasonably withheld or delayed)

#### **4.8 User**

Not to use or permit the Premises to be used other than for the User

#### **4.9 Notice Board**

To permit the Landlord during the last three months of the Term to affix and retain without interference upon any part of the Premises a notice for the sale or re-letting of the same.

#### **[4.10 Covenants in Head Lease**

4.10.1 Where the Term is derived out of the Head Lease the Tenant shall at all times during the Term observe and perform only the covenants restrictions provisions and stipulations on the part of the tenant in the Head Lease insofar as they are consistent with the terms of this Lease and do not fall within the ambit of the Landlord's obligations contained in this Lease or have not been assumed by the Landlord.

4.10.2 Save as agreed under the terms of this Lease the Tenant shall not be responsible for any payments whatsoever for which the Landlord is obliged to make to the Head Landlord under the terms of the Head Lease.]

## **5. LANDLORD'S COVENANTS**

The Landlord (so as to bind himself and his successors in title but not so as to be liable after he shall have parted with the title to the Premises) hereby covenants with the Tenant as follow:

### **5.1 Landlord's Outgoings**

To pay all existing and future taxes assessments and outgoings imposed or charged upon the Rent paid other than those to be borne by the Tenant under the provisions of this Lease.

### **5.2 Directions and Orders and Safety Regulations**

5.2.1 The Landlord has observe and comply with the Planning Acts relating to or affecting the use, occupation and operation of the Premises and will comply with all directions notices and orders and execute all such works as are or may under or in pursuance of any Act or Acts of Parliament Statutory Instruments Rules Orders or Regulations or hereafter their amending replacing substituting or consolidating provisions including any required by the Tenant whether or not

in its statutory capacity and (where the Landlord has a leasehold interest) with all covenants and notices served under the Head Lease (other than those for which the Tenant is responsible under this Lease).

5.2.2 The Landlord has complied with the Gas Safety (Installation and Use) Regulations 1998 and an appropriate Gas Safety Certificate will be produced to the Tenant on demand.

5.2.3 That all electrical appliances and equipment supplied by the Landlord are safe so as not to cause danger and all electrical appliances and equipment manufactured since 19 January 1977 are marked with the appropriate CE symbol.

### **5.3 Repairs**

5.3.1 To put and keep in good and substantial repair during the Term the whole of the Premises which shall include (but not limited to):

- (i) the structure roof chimney foundations floorboards common parts the exterior of the Premises;
- (ii) the internal finishes of the walls and of the floor and ceiling slabs including those walls or slabs themselves and ceilings and floorboards and other loadbearing members of a floor;
- (iii) internal and external walls whether or not they are loadbearing;
- (iv) the internal finishes of any loadbearing walls columns, or floor or ceiling slabs within the Premises including those walls columns or slabs themselves;
- (v) the doors, door frames, windows, and window frames of the Premises;
- (vi) damp courses and free from damp;
- (vi) all Conduits;
- (vii) all other parts of the Premises (including but not limited to (and without prejudice to the generality of the following) timbers boundary walls and fences);

(viii) Landlord's Fixtures and Fittings;]

5.3.2 To put and keep in substantial repair the whole of the Building which shall include but not limited to:

- (i) the roof, structure foundation and the exterior;
- (ii) the Common Parts (if any)

5.3.3 To maintain and keep in substantial repair and condition the lifts (if any) serving the Premises.

#### **5.4 Decorate**

To redecorate the exterior of the Premises in every third year from the date of this Lease and to redecorate the interior of the Premises every fourth year from the date of this Lease, in both instances in a good and workmanlike manner with appropriate materials of good quality to the reasonable satisfaction of the Tenant.

#### **5.5 Use of the Furnitures**

5.5.1 The Landlord warrants that each of the Furnitures complies with the 1993 Regulations and shall indemnify the Council against all loss damages and or any liability arising from any failure with such compliance.

5.5.2 On the date of this Lease to provide and leave the Furnitures at the Premises for use by the Tenant and subtenant during the Term. The Tenant shall have the right to remove or replace at the Landlord's expense any of the Furnitures that are in breach of the 1993 Regulations such expenses to be deducted from the Rent

5.5.3 The Landlord agrees that at the End of the Term the Tenant shall not be obliged to replace any items of Furniture and the Landlord shall accepts the condition of each items of Furniture whether original or substitutions or whether the same are

present or missing (howsoever removed) and the Tenant shall not be liable for any missing damaged or lost Furniture.

## **5.6 Replacements Repairs and Facilities**

- 5.6.1 To immediately replace or repair any mechanical or electrical appliances and apparatus forming part of the Furniture which are defective at any time throughout the Term.
- 5.6.2 Throughout the Term and at the Landlord's own expense to keep in repair and replace as necessary any of the Facilities and to ensure that all the Facilities are properly installed and fit for purpose and regularly inspected and the persons installing or inspecting and carrying out the maintenance of the Facilities comply with the provisions of the Gas Safety (Installation and Use) Regulations 1994 and other relevant legislation.
- 5.6.3 To allow the Tenant and all sub-tenants the continued and uninterrupted use and enjoyment of the Facilities and to provide the Tenant with documentary evidence of the service agreement (if any) and inspection certificates relating to any of the Facilities.

## **5.7 Garden**

The Landlord shall keep the gardens (if any) of the Premises and all fruit trees, ornamental trees, shrubs and hedges in them in good order and condition, properly tended, fed cultivated and pruned or trimmed as appropriate. The Landlord shall replace all losses and as far as possible keep the garden in good working order and condition as at the beginning of the Term. Without prejudice to the foregoing the Landlord must keep the grass and hedges regularly cut and trimmed, keep the drives and paths free from weeds and clear away fallen leaves.

## **5.8 Quiet Enjoyment**

That the Tenant paying the Rent hereby reserved and performing

and observing the covenants on their part shall peaceably hold and enjoy the Premises during the Term without any interruption by the Landlord or any person rightfully claiming under or in trust for him

## **5.9 Landlord's address**

To immediately notify in writing the Tenant or its duly authorised agents of the Landlord's address for correspondence telephone number banking details and address to which payments of Rent are to be forwarded and any changes thereof

## **5.10 Default Repairs**

5.10.1 The Tenant shall notify the Landlord in writing (except in an emergency) as soon as reasonably practicable of any breach of the Landlord's obligations under Clauses 5.3, 5.4, 5.5, 5.6 and 5.7. The written notice from the Tenant shall specify:-

- (i) the obligations which are the Landlord's responsibility under this Lease.
- (ii) the works required and a reasonable period for carrying them out;

And if the Landlord fails diligently to carry out the works within the time limit set out in the notice (or in the case of an emergency immediately) the Tenant may at the costs of the Landlord choose to carry out the works.

5.10.2 Where the disrepair or works specified in a notice served under this Clause 5(10) are such that the Premises are uninhabitable or cannot reasonably or properly be used or inhabited the Landlord shall pay by way of liquidated damages a sum equal to the Rent payable from a period of 7 days after the service of the notice until the Tenant is satisfied that the works having carried out to the reasonable satisfaction of the Tenant as to render Premises habitable or the Lease terminated in accordance with this Lease.

5.10.3 Where the Tenant has carried out repairs under this Clause 5(10) the Landlord shall pay on demand to the Tenant all reasonable expenses (including building



surveyors legal professional and administrative costs) properly incurred in connection therewith.

5.10.4 Sums payable by the Landlord under this Clause 5(10) shall be a debt due from the Landlord to the Tenant and be forthwith recoverable by deducting the sum or sums due from the Rent which may then or may at any time thereafter become due under this Lease or by action.

5.10.5 Where the Tenant serves a notice under clause 5.10.1 above and the Landlord fails diligently to carry out the works and Tenant chooses not to or is unable to carry out the works the Tenant shall be entitled to withhold the Rent payable for the period from the date the breach was notified to the date the works specified in the notice have been completed by the Landlord to the satisfaction of the Tenant.

5.10.6 The remedies of the Tenant specified in this sub-clause are without prejudice to any other remedy available to the Tenant.

### **5.11 Landlords Indemnity**

To indemnify and keep indemnified the Tenant against all matter§ or things registered or capable of registration in the Local Land Charges Register or anything that might be revealed by enquiry of any Local Planning or other Authority including any reduction (in the nature of capital cost) in the Tenant's capital budget for the financial years in which the Term falls arising from any misleading information provided to the Tenant or its agents regarding any former ownership or leasing to any Local Authority or Housing Association and resulting in this Lease being construed as capital expenditure and set against the Tenant's prescribed credit approvals for those financial years and any liability expenses and other costs incurred

### **5.12 Landlord's Insurance Covenant**

It will:

- 5.12.1 effect and maintain Insurance (but only so far as it is not vitiated by any act, neglect or default of the Tenant or anyone claiming title through the Tenant or anyone at the Premises with the express authority of either of them);
- 5.12.2 in the event of any loss or damage against which it is has covenanted to effect Insurance, apply all monies received from the insurer in making good such loss or damage carrying out any necessary works of reinstatement as soon as reasonably practicable and will to the extent that such monies are insufficient make up such insufficiency out of its own resources;
- 5.12.3 the Landlord will on demand produce to the Tenant a copy or full details of the policies of Insurance and evidence that they are in force;
- 5.12.4 the Landlord will notify the Tenant of any material change in the provisions of any policy of Insurance from time to time.
- 5.12.5 ensure (where the obligation in the Head Lease is on the Head Landlord to insure) that the Building, including the Premises, is insured by the Head Landlord against the risks required by the Head Lease in accordance with the covenants contained in it, and that all premiums and other payments are paid to the insurers under the relevant policy. The Landlord must ensure that any money received under the policy in the event of a claim is applied in rebuilding or reinstating the Building, including the Premises.

### **5.13 Pest Control**

- 5.13.1 Where there is evidence of pest infestation not caused by the act or default of the Tenant the Landlord shall:
- (i) on being notified by the Tenant immediately eradicate the infestation;
  - (ii) where the Premises is so infested as to become uninhabitable pay to the Tenant by way of liquidated damages a sum equal to the Rent calculated from the date the Premises became uninhabitable to the date the Premises is passed by the Tenant as fit for human habitation or the Lease is terminated in accordance with this Lease whichever is the earliest.

(iii) at the Tenant's request to enter into and maintain a contract for the control of pests with a company of repute and shall provide the Tenant with documentary evidence of the contract when required so to do.

#### **5.14 Provisions of services**

The Landlord covenants with the Tenant to use its best endeavours to provide or procure the provision of the Services in accordance with the principles of good estate management.

### **6. IT IS MUTUALLY AGREED AND DECLARED as follows:-**

#### **6.1 Breach and Non -Payment**

If the Rent or any part thereof shall remain unpaid for twenty one days after becoming payable (whether formally demanded or not) or if there shall be a breach of any of the Tenant's covenants the Landlord shall in either case be entitled to terminate this Lease by not less than three months prior notice in writing and thereafter to re-enter the Premises or any part thereof in the name of the whole and thereupon this Lease shall immediately terminate but without prejudice to any right of action or remedy of either party in respect of breach of any of the covenants on their part herein contained.

#### **6.2 Abatement of Rent, Reinstatement and termination**

6.2.1 If and whenever the Premises or the Building or any part thereof shall at any time during the Term be destroyed or damaged by any of the Insured Risks so that the Premises is unfit for occupation and use and the policy or policies of Insurance shall not have been vitiated by any act or default of the Tenant the Rent hereby reserved or a fair proportion thereof according to the nature and extent of the damage sustained shall be suspended until the Premises shall again be rendered fit for habitation and use to the extent that such loss of Rent is recoverable under Insurance against Loss of Rent.

6.2.2 The Landlord must ensure that the Premises or the Building or any part of it being totally or substantially destroyed or damaged by any of the Insured Risks be rebuilt or reconstructed if practicable. If due to such total or substantial destruction or damage the Tenant serves a notice to terminate the tenancy on the Landlord this Lease shall immediately terminate but without prejudice to any right of action or remedy of either party in respect of breach of any of the covenants on their part herein contained.

### **6.3 Tenant's Notice to terminate**

In the event that the Tenant shall desire to terminate this Lease before the expiry of the Term then notwithstanding anything herein contained the Tenant may terminate this Lease by giving to the Landlord not less than four weeks previous notice of the date of termination of this Lease (to expire at any time) and on such termination this Lease shall thereafter be determined and everything herein contained shall cease and be void but without prejudice to the rights and remedies of either party against the other in respect of any antecedent claim PROVIDED ALWAYS that the Landlord shall compensate the Tenant for any repairs or improvements (other than those for which the Tenant is obligated to do under the covenants hereof) carried out to the Premises.

### **6.4 Landlord's Break Clause**

Subject to the satisfaction of the Condition set out in Clauses 6.4.1 and 6.4.2 the Landlord may at any time during the Term determine the Lease by service of a notice giving three calendar month's notice in writing expiring on any date.

6.4.1 The exercise of the Landlord's break clause by service of a Notice is conditional upon payment by the Landlord of the following premium:

(a) If, on the expiry of the Notice the otherwise unexpired Term of the Lease has less than three years but more than two years left the premium is

*[Formula: 3 x Annual Rent + costs = [£?]J;*

- (b) If, on the date of expiry of the Notice the otherwise unexpired term of the Lease has less than two years but more than one year left the premium is *[Formula: 2 x Annual Rent + costs = [£?]J;*
- (c) If, on the expiry of the Notice the otherwise unexpired Term of the Lease has less than one year left the premium is *[Formula: 1 x Annual Rent + costs = [£?]J.*

***The premiums must be calculated and inserted in this clause. The costs is HNLT's costs of rehousing which is £500. This clause must be adjusted to reflect the Term agreed.***

## **6.5 Service of Notices**

6.5.1 The respective addresses for service of notices under this Lease shall be the addresses referred to in this Lease but any party may, by written notice to the other, or (if more than one) others, substitute another address in England which shall then become the notice address.

6.5.2 A notice may be served by:-

- (i) handing it to a party or representative of the party to be served;
- (ii) leaving it at the notice address;
- (iii) sending it to the notice address by first class special registered or recorded delivery post; and
- (iv) transmitting by facsimile copy, or cabling it to the notice address provided that a confirmatory letter is posted within 24 hours of such transmission.

6.5.3 Any notice served by post shall be deemed to have been received 2 days after the day on which they were posted and otherwise shall be deemed to

have been given at the time when in the ordinary course it may be expected to have been received.

6.5.4 In proving service of any notice it shall be sufficient to prove that delivery was made or that the envelope containing the notice was properly addressed and posted by first class, special registered or recorded delivery post or that the facsimile transmission was properly addressed and sent as the case may be.

6.5.5 Any notice under this Lease must be given in writing and in the case of the Council addressed to the Authorised Officer at [ ] or in the case of the Landlord to its last known address or the address of the Landlord's agent.

## **6.6 Rent Apportionment**

In the event of determination of this Lease for any reason before the expiry of the Term the Rent shall be apportioned to the date of termination ..

### **Tax Liability**

6.6.1 Where the Landlord intends to reside abroad and is for the purposes of section 21 Income Corporation Taxes Act 1988 ("ICTA 1988") a person liable to tax under section 15 Schedule A the Landlord shall appoint a person to receive the Rent and to act as the Landlord's Agent for the purposes of section 78 Taxes Management Act 1970 ("TMA 1970").

6.6.2 Further and in addition to the Landlord's covenant under Clause 6.7.1 above

- (i) where the Landlord is not a person resident in the United Kingdom (UK) and having failed to comply with the obligation provided in Clause 5(7)(a) above the Tenant is served with notice in the prescribed form under section 23 ICTA 1988; or
- (ii) where within the meaning of section 43 ICTA 1988 the Landlord's usual place of abode is outside the UK and the Rent payments are made directly to the Landlord; or

- (iii) where the Landlord is under any statutory provision chargeable to tax and the Tenant failed to deduct tax for any period during the leasing to the Tenant of the Premises;

it is agreed that the Tenant shall be entitled and is hereby authorised to recover or make such deductions from the Rent as are necessary to satisfy the tax due to the Collector of Taxes

6.6.3 Where the Tenant as the derivative lessee under the ICTA 1988 is obliged to make any payment for and on behalf of the Landlord in respect of the tax due under Clause 6.7.2 above any amount so paid will operate as a debt due to the Tenant and shall be deducted from any Rent due to the Landlord and in the event that the Rent due for the residue of the Term is not sufficient to satisfy the debt due the amount paid by the Tenant shall be a legal charge on the Premises ranking after any registered legal charge at the date of this Lease and the Landlord irrevocably appoints the Tenant to be the true and lawful attorney in the name and on behalf of the Landlord to execute and complete and do all acts and things incidental to all or any such legal charge as security for the Landlord's obligations under this Clause 6.7.3.

6.6.4 It is further agreed that where the Tenant has under this clause deducted or recovered any tax paid or due to the Collector of Taxes the Tenant shall:

- (i) provide to the Landlord a certificate of the tax deducted or recovered and
- (ii) not be liable in any way whatsoever to the Landlord for the amount so deducted or recovered.

## **6.7 Condition of the Property**

The parties agree that the condition of the Property at the date of this Lease is as set out in the Schedule of Condition.

## Handback

6.7.1 Except as provided for in Clause 6.9.2 at the End of the Term the Tenant will peaceably leave and yield up to the Landlord with vacant possession the Premises (Tenant's fixtures and fittings excluded) which shall subject to clause 5.5.3 include the Furnitures.

6.9.2.1 Where at the determination of the Lease, whether by effluxion of time or on the exercise of the Landlord's Break Clause (under Clause 6.4 above) the Tenant's sub-tenant or any lawful occupant remains in occupation of the Premises the Tenant's interest in the Premises shall determine except for the purpose of bringing possession proceedings against the Tenant's former sub-tenant or any unlawful occupant who entered into occupation of the Premises during the Term.

6.9.2.2 Where the Tenant's sub-tenant remains in occupation of the Premises after the determination of the Lease the Tenant shall be liable to pay the Landlord damages for use and occupation at the rate of the Rent until such time as the Tenant's sub-tenant is evicted from the Premises and no other sums.

6.9.3 If it is proved the Premises is damaged as a result of a breach of the Tenant's sub-tenant's wilful behaviour the Tenant shall (except and to the extent that this is the Landlord's obligation under this Lease) either:-

(i) well and sufficiently repair the damage ; or

(ii) pay to the Landlord the value of any such repair required up to a maximum of

£1000.

6.9.4 Where during the Term or any hold over period the Landlord enters into occupation of the Premises whether personally or through agents before being formally allowed to do so by the Tenant's Valuation officer or where at the End of the Term the Tenant gives up the Premises with vacant possession and the Landlord refuses to accept the keys to the premises back then notwithstanding any disrepair that might have occurred for which the Tenant is responsible under this Lease the Tenant shall not be liable in anyway whatsoever for any such disrepair to the Premises.



6.9.5 If at the End of the Term or during any period of holding over the Tenant gives vacant possession of the Premises back to the Landlord by handing over the keys to the Premises to the Landlord and the Landlord refuses to accept the keys the Tenant may at its discretion leave the keys in the Premises without any further notice to the Landlord and the Landlord will be deemed to have accepted the Premises back in its possession and the Tenant shall not be liable for any unauthorised occupiers or damages caused to the Premises or any loss suffered by the Landlord as a result.

#### Option to Renew

6.10.1 If the Tenant wishes to take a further lease of the Premises from the end of the Term, and at any time within the six months period before the end of the Term gives to the Landlord not less than one month's notice of that wish, then, provided the Tenant has paid all the Rent due and the Tenant does not receive any notice from the Landlord within one month of serving the option notice that the Landlord requires vacant possession of the Premises at the end of the Term, the Landlord must grant to the Tenant a further lease of the Premises for a term equivalent to the term of years requested by the Tenant commencing on and including the day following the last day of the Term, on the same terms and conditions as this Lease except as to the initial Rent.

6.10.2 Subject to any other rent agreed between the parties, the initial rent reserved by the further lease is to be an amount equal to the Rent payable under this Lease at the end of the Term.

#### Local Authority Powers

Nothing herein contained or implied shall prejudice or affect any of the statutory rights powers or duties for the time being vested in the Council as statutory authority for the area in which the Property is located and all such rights powers and duties shall in regard to the Property and any buildings thereon or the occupiers thereof be enforceable and exercisable by the Council as fully and freely as if the Council were not the owner of the Property and this Agreement had not

been executed and any consent or approval given by or under this Agreement shall be deemed a consent or approval by the Council as owners of the Property only and not as statutory authority.

## **6.11 Mortgage Default**

6.11.1 Where the Premises is mortgaged or otherwise charged as security for any loan and the Landlord either requests the Tenant to make payments direct to the mortgagee or (in breach of the terms of the mortgage or charge) fails to remedy any default in making the payments required by the mortgage within 28 days of any notice served by any mortgagee then unless the Landlord provides full particulars of the mortgage account into which the Rent can be paid to remedy any breach then the Tenant may withhold any rent due until such time as the Landlord has provided the Tenant with all necessary information so the Rent can be paid.

6.11.2 The Landlord confirms that the Property is subject to the mortgage (if any) appearing in the charges register of the Official Copy entries at the appropriate HM Land Registry as at the date of this Lease and that the entries were relied upon for the purposes of completion of this transaction and that it has obtained the consent of the mortgagee and the parties agree that where a mortgagee of the Premises has notified the Tenant that its security will be materially prejudiced by reason of the Landlord's default in making the required mortgage payments then the Tenant shall and (if so requested in writing) pay the Rent (in part or full) direct to the mortgagee as set out at the time of any such request .

## **6.12 Equal Opportunities**

In accordance with the Tenant's policy to actively combat discrimination of all forms wherever it occurs the Parties shall not discriminate directly or indirectly through applying conditions or requirements which cannot be shown to be justified The Parties shall not discriminate on the grounds of age colour disability ethnic origin gender HIV status marital status nationality or

national origins race religious beliefs responsibility for dependents sexuality or unrelated criminal conviction.

### **6.13 Costs**

6.13.1 Each party shall pay their own costs and expenses for the preparation and completion of this Lease and counterpart thereof and any stamp duties payable in connection therewith.

6.13.2 The Tenant shall be entitled to make a reasonable administration charge in respect of any subsequent changes required by the Landlord to this Lease.

### **6.14 Arbitration**

6.14.1 In the event of any dispute arising from a breach of any of the clauses of this Lease the same shall be determined by an arbitrator appointed by the parties and in default of such appointment a single arbitrator of the County Court in accordance with the Arbitration Act 1996 or any statutory modification or re-enactment for the time being in force and FURTHER it is agreed that the arbitrator shall have jurisdiction notwithstanding the amount involved exceeds the jurisdiction limit for the time being in force in respect of arbitration proceedings in the County Court and his decisions shall be binding on the parties without prejudice to their rights of appeal on a point of law.

6.14.2 Each of the parties shall bear and pay their own costs that accrue prior to the reference.

### **6.15 Third Party Rights**

Each party confirms that no terms of this Lease is enforceable under the Contracts (Rights of Third Parties) Act 1999 by a person who is not a party to this Lease.

**IN WITNESS** whereof the Landlord and the Tenant have executed this deed the day and year first before written

## **THE FIRST SCHEDULE**

### **Rights Granted**

The Tenant and those deriving title through or otherwise authorised by the Tenant shall have the following rights in common with others during the Term:

1. All rights of support and protection afforded to the Premises.
2. Right to free and uninterrupted passage and running of water, drainage, gas, electricity, communication and other services by any Conduit forming part of the Landlord's adjoining or neighbouring property although in or passing through the Premises.
3. The right to enter any part of the Landlord's adjoining property to execute any repairs and other works pursuant the Tenant's covenants under this Lease.
4. The right for the Tenant and all other persons authorised by it (in common with all others entitled to such right) of access at all times to and egress from the Premises on foot through the Common Parts and the right otherwise to use the Common Parts for the purposes for which they are intended;

**THE SECOND SCHEDULE**  
**Exceptions and Reservations**

The following rights are excepted and reserved to the Landlord:

1. Right to free and uninterrupted passage and running of water, drainage, gas, electricity, communication and other services by any Conduit forming part of the Landlord's adjoining or neighbouring property although in or passing through the Premises and the right to enter the Premises upon giving 14 days notice in order to inspect, clean, maintain, repair or renew any Conduit or to install any new Conduit and making good any damage caused.
2. The right to enter upon the Premises upon giving reasonable prior written notice (except in an emergency) to the Tenant and any subtenant to execute any repairs and other works pursuant to the Landlord's covenants under the Lease and the Head Lease.
3. The right to enter upon the Premises upon giving reasonable prior written notice to the Tenant and any subtenant to inspect or execute works of repair, maintenance, decoration, construction, alteration, improvement or otherwise to the Building or other property or in connection with the provision of Services under the Lease;

Appendices:

Appendix 1 - [Schedule of Conditions]

Appendix 2 - List of Fixtures and Fittings

Appendix 3 - List of Furnishings and Furnitures

**SIGNED as a Deed**

by the **LANDLORD** in

the presence of:

---

Witness Signature

---

Witness Name

---

Witness Address

---

Witness Occupation

**THE COMMON SEAL of THE MAYOR  
AND BURGESSES OF THE LONDON  
BOROUGH OF HARINGEY was**

hereunto affixed by ORDER:

**Authorised Officer**

PRIVATE SECTOR LEASE (FREEHOLD/LEASEHOLD)

DATED

\_\_\_\_\_

[2009]

[LANDLORD]

- to -

THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY

\_\_\_\_\_

L E A S E

of

[ Premises Details]

\_\_\_\_\_

Term Commences:

Term of Years:

Term Expires:

REF: NEW/PSI/REVISED 2009



**Appendix 21**  
**Management Agreement**  
**AGREEMENT FOR MANAGEMENT OF PRIVATE SECTOR LEASING PROPERTY**

**Between**

**THE MAYOR AND BURGESSES OF  
THE LONDON BOROUGH OF HARINGEY**

**-and-**

**[ ]**

PARTICULARS

---

- 1. Date**
  
- 2. The Council**
  
- 3. The Managing Agent**
  
- 4. Property**
  
- 5. Term**
  
- 6. Start Date of Agreement**

This Agreement is made on the date as specified in Section 1 of the Particulars between the Council and the Managing Agent and is intended to have effect from the date specified in Section 6 of the Particulars.

**WHEREAS** the Managing Agent has agreed to acquire and/or lease certain residential premises to the Council under the Private Sector Leasing and to manage such Property as set out in this agreement.

**IT IS HEREBY AGREED AS FOLLOWS:**

**1 Interpretation**

In this agreement where the context admits the masculine shall include the feminine and the singular shall include the plural. The following expressions shall have the following meanings:

- 1.1 **Council Lease** means a Lease dated [ ] entered into between the Managing Agent and the Council or between an owner/landlord of the Property and the Council (as the case may be) in respect of the Property.
- 1.2 **Private Sector Leasing** shall have the same meaning as in the Temporary Accommodation Agreement.
- 1.3 **Managing Agent Lease** means a Lease dated [ ] entered into between the /Managing Agent and the owner/landlord of the Property.
- 1.4 **Service User** means an individual who the Council has nominated to the Managing Agent as a prospective Tenant of the Property being an individual to whom the Council owes a duty to house under Part VII of the Housing Act 1996 or any other future enactment or subsequent legislation (or within such other categories as may be agreed).
- 1.5 **Property** means the self contained Property of Property specified in Section 4 of the Particulars.
- 1.6 **Quarter** means a three month period ending 31<sup>st</sup> March, 30<sup>th</sup> June, 30<sup>th</sup> September and 31<sup>st</sup> December in each financial year.

- 1.7 **Ready for Letting Notice** The notification form served by the Managing Agent pursuant to Clause 3.1 and the Specifications.
- 1.8 **Specification** shall have the same meaning as in the Temporary Accommodation Agreement.
- 1.9 **Service User** shall have the same meaning as in the Temporary Accommodation Agreement.
- 1.10 Temporary Accommodation Agreement** means the Temporary Accommodation Agreement dated [ ] entered into between the Council and the Managing Agent.
- 1.11 **Tenancy** means a tenancy of the Property granted by the Council .
- 1.12 **Tenant** means a Service User who has accepted a Tenancy granted by the Council.
- 1.13 **The Term** the term of years specified in Section 5 of the particulars (saving those provisions as to earlier determination and to the provisions for extension in Clause 7).
- 1.14 **The Financial Year** means the period from 1<sup>st</sup> April to the following 31<sup>st</sup> March.
- 1.15 **Working days** means all those days of the year save for weekends and public holidays.
- 1.16 **White Goods** Freezer Fridge, cooker or oven and hob and any others mentioned in the Specification.

## **2. Property**

- 2.1 The Managing Agent has provided the Property which the Council and the Managing Agent have agreed is suitable for the Private Sector Leasing.
- 2.2 If the Managing Agent wishes to terminate the leasehold interest in respect of the Property on the grounds that the Landlord is not performing its obligations then it shall not do so without the consent of the Council.

## **3. Nomination**

- 3.1 Subject to the Managing Agent's obligations under the Specification, as soon as practicable after the Managing Agent becomes aware that a Property has become vacant during the Term without the Council's knowledge it shall notify the Council in writing by serving a Ready for Letting Notice in accordance with the Specification.
- 3.2 The Council shall nominate a Service User for a Tenancy of the Property in accordance with the Specification.
- 3.3 The Managing Agent shall ensure that the Service User is invited to view the Property in accordance with the Specification. It shall ensure that an officer of the Managing Agent is present to conduct the viewing of the Property.
- 3.4 As soon as practicable after the viewing referred to in Clause 3.3 the Council will offer a Tenancy to the Service User.
- 3.5 Within 1 Working Day of an offer of a Tenancy being either accepted or refused the Council shall notify the Managing Agent in writing, which may be by facsimile of the following details:
- (a) full details of the offer of Tenancy made and whether it has been accepted or refused.
  - (b) where an offer of Tenancy has been refused, the Service User's written reasons for that refusal.
- 3.6 Upon the Managing Agent being notified in accordance with Clause 3.5 of a Service User refusing an offer of Tenancy of the Property, the provisions of clauses 3.3 to 3.5 shall again have effect and shall continue to do so until a Service User accepts a Tenancy of that particular Property and each time in accordance with the Specification.

#### **4. Management and Maintenance**

- 4.1 In respect of each Property the Managing Agent agrees and is bound as follows:-
- (a) to comply with or procure the compliance by the relevant landlord all of those duties covenants and responsibilities as set out in Section 11 of the Landlord and Tenant Act 1985. This includes (but is not limited to) putting and keeping in repair the structure and exterior of the Property and/or the buildings in which the Property is situated and putting and keeping repair and proper working order the installations within the Property (and buildings) for the supply of water, gas, electricity and for sanitation and any other obligation on behalf of the landlord in the Lease.

- (b) to maintain the non-structural internal parts of each Property White Goods furnishings fixtures and fittings in good repair and proper working condition.
- (c) to put and keep the interior of each Property in good decorative order to the reasonable satisfaction of the Council.
- (d) to allow the Council by its officers agents or contractors access to each Property for the purposes of inspection such access to be granted upon 5 days' notice save in the case of emergency when no prior notice is required.

4.2 The Managing Agent covenants with the Council:

- (a) to visit each Property on a regular basis and when reasonably requested by the Council to do so (regular to mean at least bi-monthly) to ensure that the Property is occupied by the Tenant and where practical to assist Tenants with any welfare concerns they may have.
- (b) to notify the Council in writing forthwith on becoming aware of any change in a Tenant's circumstances, as may be relevant to the Council's obligations under Part III of the Housing Act 1985 or Part VI and VII of the Housing Act 1996.
- (c) to notify the Council in writing forthwith on becoming aware that a Tenant is no longer residing in the Property and to help and work with the Council to recover possession of the Property including all such action as is necessary to evict unauthorised occupants.
- (d) to indemnify the Council against any liability which it might or does incur to any person, by reason of the fact that the Property is unfit for use as residential Property within the meaning of Part VI of the Housing Act 1985.
- (e) that on reasonable notice to provide access to the Council to its records, tenancy agreements and lease agreements and to keep such records in good order.
- (f) not to permit the use of the Property for the housing of more than the number of people agreed and noted in the Ready for Letting Notice to take responsibility for the welfare of the Tenants and the management of the Property save for those matters which are the Council's responsibility under Clause 5 and in particular the Managing Agent shall perform those responsibilities specifically set out in the Specification..

- (g) to pay and discharge all water rates sewer charges Council Tax and any other charges in respect of gas electricity telephone and other services and outgoings in respect of the Property except where these are the responsibility of the Tenant.
- (h) to inform the Tenants that their personal belongings are not insured by the Council or the Managing Agent and to encourage residents to take out individual contents insurance.
- (i) to supply evidence of insurance held and the last premium receipts or certificates of insurance to the Council on request.
- (j) to carry out an annual inspection and servicing and repairs to any gas appliances within the Property and to meet the full requirements of the gas and electricity installation and use regulations.
- (k) to comply with all statutory provisions relating to the Property including without limitation all fire regulations.

4.3 The Managing Agent further agrees to take reasonable steps to facilitate such communication as may be necessary between the Tenant and the Council and to offer such support and advice as may be practicable to assist Service Users to settle into the Property and take up offers of rehousing.

## **5. Obligations of the Council**

5.1 The Council will be responsible for:

- (1) collecting all rents due under the Tenancy Agreements and taking all action against the Tenant including claims for rent arrears, service of notices to quit and legal proceedings for possession.

## **6. Termination of Tenancies**

6.1 Where the Council makes any determination, decision or offer in respect of a Tenant which it is material for the Managing Agent to know it shall inform the Managing Agent of the determination decision or offer as soon as is reasonably practicable.

6.2 In the event of the Council determining that it does not owe or no longer owes a duty to a Tenant under the Housing Act 1996 or that such duty has been discharged whether by a refusal or another offer of Property or otherwise, then the Council shall notify the Managing Agent of this determination and of the date when full vacant possession will be given or eviction will occur (as the case may be). .

6.3 Without prejudice to Clause 4.2(c) the Managing Agent may ask the Council to seek an order for possession of any Property in the following cases:

- (a) where in the reasonable opinion of the Managing Agent it is necessary to ensure that the Managing Agent is able to comply with its own obligations under the Managing Agent Lease ; or
- (b) where in the reasonable opinion of the Managing Agent it is necessary in order to prevent the Tenant acquiring any different or additional security of tenure; or
- (c) as set out in the Specification

6.4 It shall be up to the Council in its absolute discretion to decide whether or not to seek an order for possession. Where possession proceedings are commenced by the Council pursuant to Clause 6.3 (a) or (b) the Managing Agent will (in addition to any other amounts which the Council shall be entitled to under the Lease) at all times and in any event be responsible for and will duly pay any costs legal or otherwise which may arise as a result of those proceedings. Whether proceedings are commenced pursuant to Clause 6.2 or Clause 6.3 the Managing Agent will provide such documentation and assistance as the Council may reasonably require.

## **7. Determination and extension**

7.1 This Agreement may be terminated by either party if the Lease is terminated or the other fails in any substantial respect to comply with any of its obligations under this agreement and such failure is not remedied within 30 days after service by the one party or the other of a written notice of such failure or breach such notice to be in accordance with Clause 10 and any such determination to be without prejudice to any antecedent breach by either party of its obligations thereunder.

7.2 This Agreement may be extended for a further a year after the expiry of the Term if the Lease is extended or renewed or further by agreement between the parties.

7.3 Any termination of this Agreement by effluxion of time or otherwise shall not take effect in respect of any Property until expiry of the Lease.

## **8. Waiver**

8.1 Any failure by either party to enforce at any time or for any period any one or more of the terms or conditions of this Agreement shall not amount to a variation of them or constitute a waiver of the right at any time to enforce all terms and conditions of this Agreement except where expressly agreed in writing between the parties.



## **9. Confidentiality**

- 9.1 The Council will disclose to the Managing Agent all information that the parties agree is necessary for the proper performance of the Managing Agent's obligations under this Agreement. The Council shall promptly notify the Managing Agent of any material change to the information provided.
- 9.2 Both parties will keep confidential any information which is obtained during the course of performing the obligations relating to the other party's business and will not during the course of this Agreement or at any other time thereafter, disclose such information to any other person, without the prior written consent of the other party, save to the extent that the disclosure of the same is required by law.
- 9.3 All information, advice, written, or oral, made available by either party to this Agreement to the other shall be provided for the sole purpose of this Agreement and shall not be disclosed to a third party without the prior written consent of the other party.
- 9.4 Neither party shall be held in breach of the foregoing provisions of this Clause if, prior to receipt from the other party, it is in possession of information which has already entered the public domain or has been obtained from a third party who is lawfully authorised to disclose the same.
- 9.5 On termination of this Agreement, the Managing Agent will immediately return to the Council, any reports, documents or data in whatever form which he may have been supplied by the Council and copies of the same which he may have made during the course of performing its obligations.
- 9.6 The parties agree to comply with the provisions of the Data Protection Act 1998 and any amendment thereof.
- 9.7 Both parties shall ensure that its officers and employees comply with the provisions of this Clause.
- 9.8 This Clause shall remain in full force and effect notwithstanding any termination of this Agreement.

## **10. Health And Safety**

- 10.1 The Managing Agent agrees to observe the provisions of the Health and Safety at Work Act 1974 and the Management of Health and Safety at Work Regulations 1999, all other regulations and approved Codes of Practice relevant to the obligations in this Agreement and amendments thereto and shall ensure that all persons engaged in the provision of the obligations and visiting any location comply.
- 10.2 The Council shall be entitled to inspect the Managing Agent's premises on reasonable notice (but in any event not more than 24 hours) at any time during the Term and shall if deemed necessary or appropriate call for independent assessment via recognised professional agencies.

- 10.3 The Managing Agent must ensure that proper safeguards are in place to prevent accidents when carrying out its obligations under this Agreement.
- 10.4 The Managing Agent shall prior to the Start Date of the Agreement nominate a person to be responsible for health and safety matters and advise the Council in writing of the appointment.
- 10.5 While at any establishment owned or occupied by the Council, the Managing Agent shall at all times have regard to, and shall ensure that its employees comply with the Council's general statement of safety policy and with the lawful requirements of the Council's Safety Officer.
- 10.6 The Managing Agent shall ensure that its employees engaged in the carrying out of its obligations are competent to perform their specific tasks and have received on site induction training on health and safety requirements.
- 10.7 The Authorised Officer shall be entitled immediately to suspend the carrying out of the Managing Agent's obligations or part thereof in the event of non-compliance by the Managing Agent with its statutory duties in respect of health and safety matters and its obligations under this Agreement. The Managing Agent shall not resume the carrying out of the obligations or part thereof until the Authorised Officer is satisfied that the non-compliance has been rectified. In respect of any such period of suspension the Council's rights under this Agreement with regard to employing and paying other persons to carry out the obligations or part hereof shall apply.

## **11. Prevention Of Corruption**

- 11.1 The Council shall be entitled to terminate this Agreement forthwith if the Managing Agent, its servants or agents with or without its knowledge has:
  - 11.1.1 offered given or agreed to give any person any gift or consideration of any kind as an inducement or reward for doing or not doing anything in relation to the obtaining or carrying out of this Agreement or any other agreement with the Council or for showing or not showing favour or disfavour to any person in relation to this Agreement or any other contract with the Council; or
  - 11.1.2 committed any offence under the Prevention of Corruption Acts 1889-1916 or given any fee or reward the receipt of which is an offence under Section 117(2) of the Local Government Act 1972.

## **12. Freedom Of Information**

The Managing Agent acknowledges that the Council is subject to the requirements of the FOIA and the Environmental Information Regulations and shall assist and cooperate with the Council (at the Association's/Managing Agent's expense) to enable the Council to comply with these information disclosure requirements.

- 12.1 The Managing Agent shall and shall procure that its sub-contactors shall
  - 12.1.1 transfer the Request for information to the Council as soon as practicable after receipt and in any event within 2 Working Days of receiving a Request for Information.

- 12.1.2 provide the Council with a copy of all information in its possession or power in the form in the form that the Council requires within 5 Working Days (or such other period as the Council may specify) of the Council requesting the information; and
  - 12.1.3 provide all necessary assistance as reasonably requested by the Council to enable the Council to respond to a Request for Information within the time for compliance set out in section 10 of the FOIA (or Regulation 5 of the Environmental Information Regulations.
- 12.2 The Council shall be responsible in determining at it's absolute discretion whether the commercially sensitive information and/or any other information:
- 12.2.1 exempt from disclosure in accordance with the provisions of the FOIA or the Environmental Information Regulations;
  - 12.2.2 is to be disclosed in response to a Request for Information and in no event shall the Managing Agent respond directly to a Request for information unless expressly authorised to do so by the Council
- 12.3 The Managing Agent acknowledges that the Council may acting in accordance with the Secretary of State for Constitutional Affairs Code of Practice on the discharge of public authorities functions under Part 1 of the FOIA (issued under section 45 of the FOIA November 2004) be obliged under the FOIA or the Environmental Information Regulations to disclose information:
- 12.3.1 with consulting with the Managing Agent; or
  - 12.3.2 following consultation with the Managing Agent and having taken its views into account.
- 12.4 The Managing Agent shall ensure that all information produced in the Course of the Managing Agent relating to the Agreement is retained for disclosure and shall permit the Council to inspect such records as requested from time to time.

### **13. Equal Opportunities**

- 13.1 The Managing Agent will not discriminate directly or indirectly against any person on the grounds of gender, marriage, sexuality, religion, belief, age, colour, race, nationality, national or ethnic origin, contrary to the Equal Pay Act 1970, the Sex Discrimination Act 1975 (as amended), the Employment Equality (Sexual Orientation) Regulations 2003, the Employment Equality (Religion or Belief) Regulations 2003, The Equality Age Discrimination Regulations 2006, the Equality Act 2006 or any other legal requirement applicable during this Contract.
- 13.2 The Managing Agent will not treat a person less favourably for a reason relating to that person's disability (as defined by the Disability Discrimination Act 1995 nor fail to comply with the duty under the Act in relation to the disabled person.
- 13.3 The Managing Agent shall as so far as practicable and to the satisfaction of the Council follow practical guidance, recommendations and advice contained in the Commission for Racial Equality's Code of Practice for the Elimination of Racial Discrimination and the Promotion of Equality in Employment, the Equal Opportunity Commission's Codes of

Practice for the elimination of discrimination against the disabled persons in the field of employment.

- 13.4 Where the Managing Agent carries out work on the Council's premises alongside the Council's staff or has contact with the public under this Agreement, the Managing Agent will comply with the Council's relevant policies and codes of practice in relation to employment and equal opportunity.
- 13.5 The Managing Agent will notify the Council as soon as it becomes aware of any complaint or proceedings (whether civil or criminal) brought or likely to be brought against the Managing Agent alleging unlawful discrimination or any investigation of the Managing Agent's performance of this Agreement, by a body referred to in clause 5.3 in the event of any such complaint, proceedings or investigation the Managing Agent will cooperate fully and promptly with the body undertaking the investigation or bringing the proceedings.
- 13.6 The Managing Agent will indemnify the Council against all costs, charges and expenses (including legal and administrative expenses and any compensation that the Council is required to pay) arising out of any such investigation or proceedings as described in clause 5.5.
- 13.7 The Managing Agent will provide the Council such information as the Council may reasonably request in respect of the impact of equality issues on the operation of the contract and vice versa.
- 13.8 In the event that the Managing Agent enters into any sub-contractor in connection with this Agreement, it shall impose obligations on the sub-contractors substantially similar to those imposed pursuant to this clause.

#### **14. Recovery of Sums Due**

- 14.1 Wherever under the Agreement any sum of money is recoverable from or payable by the Managing Agent (including any sum which the Managing Agent is liable to pay to the Council in respect of any breach of this Agreement), the Council may unilaterally deduct that sum from any sum then due, or which at any later time may become due to the Managing Agent under the Agreement or under any other agreement or contract with the Council or with any department, agency or authority of the Crown.
- 14.2 The Managing Agent shall make any payments due to the Council without any deduction whether by way of set-off, counterclaim, discount, abatement or otherwise unless the Managing Agent has a valid court order requiring an amount equal to such deduction to be paid by the Council to the Managing Agent.

#### **15. Liabilities**

- 15.1 Neither Party excludes or limits liability to the other Party for death or personal injury caused by its negligence or for any breach of any obligations implied by Section 12 of the Sale of Goods Act 1979 or Section 2 of the Supply of Goods and Services Act 1982.
- 15.2 The Managing Agent shall indemnify and keep indemnified the Council fully against all claims, proceedings, actions, damages, legal costs, expenses and any other liabilities

whatsoever arising out of, in respect of or in connection with the Agreement in respect of any death or personal injury, or loss of or damage to property which is caused directly or indirectly by any act or omission of the Managing Agent. This clause shall not apply to the extent that the Managing Agent is able to demonstrate that such death or personal injury, or loss or damage was not caused or contributed to by its negligence or default, or the negligence or default of its staff or sub-contractors, or by any circumstances within its or their control.

## **16. Severance**

- 16.1 In the event of any provision of the Agreement being or becoming legally ineffective or unenforceable either in its entirety or in part this shall be without prejudice to the validity of and shall not invalidate the remaining provisions of this Agreement which shall remain in full force and effect.

## **17. Notices**

- 17.1 Any notice served on either of the parties except where expressly provided for under the terms of this Agreement to be served by facsimile shall be sent by prepaid first class recorded delivery post and shall be deemed to have been received by the addressee within 48 hours of posting if sent in the case of the Council to the Authorised Officer or in the case of the Managing Agent their named representative or such other officer or address as so notified from time to time by either party in writing.

## **18. Disputes**

- 18.1 Any disputes or differences arising between the parties as to their expected rights, duties or obligations in connection with the subject matter of this Agreement shall be referred to the determination of an independent expert to be agreed upon by the parties or failing agreement to a person nominated for the time being by the President of the royal chartered Institute of Housing. The decision of the said expert shall be final and binding on the parties and the expert's fees and expenses shall be payable as the expert directs.

## **19. The Contracts (Rights of Third Parties) Act 1999**

- 19.1 The Contracts (Rights of Third Parties) Act 1999 shall not apply to this Agreement and no person or persons other than the parties to this Agreement shall have any right under it nor shall it be enforceable by any person other than the parties to it under that Act.

## **20. General**

- 20.1 The parties expressly agree that nothing in this Agreement shall in any way create a partnership between them.
- 20.2 The parties agree to abide to operate this Agreement in accordance with the respective confidentiality policy.
- 20.3 This Agreement is subject to variation necessitated by changes in legislation and any such change will only be implemented after consultation between the parties.

Signed by or on behalf of the Managing Agent

.....  
Name of Organisation

.....  
Print Name and title

.....  
Signature

.....  
Date

.....  
Signed on behalf of the Council.

.....  
Print name and title

.....  
Signature

.....  
Date