

Date:

Heads of Terms for sublease

Property address:

Landlord: The London Borough of Havering

Tenant: Service provider tbc

Rent: Refer to Appendix 1 for the rents specific to the property

Lease Length:

1. Underlease - (where the Council is Leaseholder) – Subject to the PSL Headlease between the Private landlord and Council being formally completed, the underlease will commence from the date of completion to 30 November 2022.

Note all the leases will be coterminous with the Services Contract which expires 30 November 2032

Break Clause: Mid-year break exercisable by the Council provided that 6 months notice in writing is given.

Service contract is terminated 6 months notice in writing by either party at any time during contract

1954 Act Protection: Yes / Contracted out

Rent Reviews: please confirm if there is a rent review and when? Yr3 – 3%

Yr 6 – 3%

Yr 9 – 3%

Rent is to be paid monthly in arrears

Assign / sub-let: No subletting allowed – all properties to be let following nomination by Council

Service charges: none – Service provider to only have to pay the corresponding lease rental charge

Repairing obligations : Head Landlord responsible for all repairs.

Date:

Service provider will only be responsible for paying for damage – details of repairs liability now specified in detail in specification – see clause 5.6 of repairs that need to be reported to us for landlord action.

*This will mirror the approach/mechanism in PSLs, landlords will pay an annual fee which will cover day to day repairs up to £1200. Anything over that value will be responsibility of the landlord.*

*Structural or major element replacements (Kitchens, bathrooms etc) will be responsibility of the landlord*

Council will be responsible for property compliance eg gas safety checks

Voids                      Sub lessee only responsible for first £500 of works. No rent charged after 14 days if no nomination made by Council.

Decoration:              No – head landlord responsible

Service provider        Will carry out works and be responsible for malicious damage

Alterations:              Not without permission.

Insurance:                Head Landlord insures – if they are struggling to insure, we have an insurance provider we can provide them with details of

Rates and Utilities:    Service provider responsible

Permitted use:           Temporary housing accommodation under its powers and duties under the Housing Act 1996 (as may be amended from time to time) or any other relevant legislation

Special conditions:     Furniture replacement responsibility of Service Provider. See clause 8.8 of specification.

Parking:                  TBC

Landlord's solicitor:

Tenant's Solicitor: