

Plain English guide to your lease



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Haringey
LONDON

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The award of the Clear English Standard does not guarantee the legal accuracy of the explanations in this booklet and does not apply to the text of the lease itself	

1. Introduction

This booklet explains the council's standard lease in everyday English. In some parts, the standard lease will differ from yours. Where this occurs, we explain the differences.

Your lease is your contract (legal agreement) with your landlord. So it is the most important document in your relationship with Haringey Council (as your landlord) and with us (as the council's managing agent). If there is any problem, or you and we disagree, your lease often holds the answer. But it is complicated, so we have produced this booklet to help you understand it. There is a lot of law that covers leasehold matters but we don't refer to it here. The Leaseholders' Charter gives some information about this law – please see page 5 if you would like a copy.

In this introduction, we give some general information about your lease.

Your lease

Your lease gives details of the agreement between you and the council. It calls you 'the tenant' because in law, a leaseholder is a type of tenant. Your lease:

- has plans that show the position of and area covered by your flat, the building and the estate
- states the council's rights and responsibilities (which we carry out on its behalf)
- states your rights and responsibilities, and
- explains the service charges you must pay and how we work them out.

The name of the first leaseholder is always shown on your lease, however many times the flat is sold on. This is because your lease is never changed. Each new leaseholder must sign a legal document (called a 'deed of covenant') agreeing to follow the conditions of the lease – see page 16, Clause 4(23).

Your rights

The main rights you have under the lease are to:

- own and use your flat for the lease period (which you will be able to extend if you wish) (Particulars, paragraph 8 – page 8; Clause 3 – page 10; Clause 5(1) – page 18)
- use the parts of the building for all residents, the footpaths, driveways and estate gardens (First

schedule, paragraph 1 – page 22)

- have your flat connected to the mains for services such as running water, gas, electricity and telephone lines (First schedule, paragraph 2 – page 22)
- have your flat supported and protected by the main outside walls and other parts of the building (First schedule, paragraph 3 – page 22)
- receive a certificate each year showing your total service charge for the previous year and our actual costs (Fourth schedule, paragraphs (a) and (d) – see pages 26 and 27)
- have your service charges worked out in line with the rules in the lease (Fourth schedule, paragraph (e) – page 27).

2. Your responsibilities

Your main responsibilities under the lease are as follows. You must:

- not allow other people to break the rules and conditions in your lease (Clause 2(4) – page 10)
- pay your service charge at the start of every three-month period (Clause 3 – page 10)
- pay towards the upkeep and improvement of your building and estate (Clause 4(2) – page 11)
- pay your Council Tax and all the outgoings for your flat (Clause 4(3) – page 11)
- pay our costs if we have to take action in line with an official notice about a nuisance in your flat (Clause 4(4) – page 12)
- follow all the rules we make for our residents (Clause 4(5) – page 12)
- pay all our costs if we have to seek repossession (through a 'section 146 notice') because you refuse to follow your responsibilities under the lease (Clause 4 (6a) – page 12)
- let us enter your flat to check everything is all right or to do essential repairs to the building (Clauses 4(10) and 4(11) – pages 13 and 14)
- do all the internal repairs and other work necessary inside your flat, and keep it properly maintained and decorated (Clauses 4(7) and 4(8) – page 12).

You are responsible for the window glass, internal doors, floorboards, ceilings, wall plaster, electrical wiring and plumbing – see page 9 (Clause 1 “the flat” (e) and page 12 (Clause 4(8)). Chapter 7 of the Leaseholders’ Charter has more details

- do any repairs to your flat that we say are necessary, or pay our costs for doing the work if you fail to do so (Clause 4(10) – page 13)
- not do or allow anyone else to do anything that could increase the risk of damage to your flat or the building for example through fire (Clause 4(12) – page 14)
- alter or improve your flat only with our written consent. This includes replacing the windows and outside doors (see page 7). You must also not place any new fittings outside, such as TV aerials (Clause 4(13) – page 14)
- do no damage inside or outside your flat, deliberately or through neglect (Clause 4(13) – page 14)
- not use your flat for an illegal or immoral purpose (Clause 4(14) – page 15)
- use your flat only to live in (Clause 4(15) – page 15)
- not put any notices in your windows or outside (Clause 4(16) – page 15)
- not do anything to or in your flat or the building that might cause a nuisance or damage to us or to other residents (Clause 4(17) – page 15)
- keep your floors properly insulated against noise (Clause 4(18) – page 15)
- follow all the planning laws and regulations (Clause 4(19) – page 15)
- make good any damage or injury you, your family, your visitors or people working for you cause to the building or to your neighbours (Clause 4(21) – page 16)
- make sure that the purchaser or tenant signs an agreement to keep to the conditions of the lease if you sell or sublet your flat (Clause 4(23) – page 16)
- tell us within one month if you sell, sublet, mortgage or raise a loan on your flat (Clause 4(24) – page 16)
- not store anything that will catch fire easily (Fifth schedule, paragraph 1 – page 29)
- not put rubbish anywhere except in the rubbish bins we provide (Fifth schedule, paragraph 3 – page 30)

- clean the passage or landing next to your flat (Fifth schedule, paragraph 3 – page 30)
- follow the rules for parking on the estate (Fifth schedule, paragraph 4 – page 30)
- follow the rules for any storage areas in the building, if space is available (Fifth schedule, paragraph 5 – page 30)
- keep any pet under proper control (Fifth schedule, paragraph 6 – page 30).

If you have a garden you must:

- keep it neat and tidy (Fifth schedule, paragraph 8 – see page 30)
- not have a fence more than one metre (39 inches) high (Fifth schedule, paragraph 9 – page 31)
- not allow anything to grow over two metres (6½ feet) high. (Fifth schedule, paragraph 10 – page 31)
- not keep animals in your garden (Fifth schedule, paragraph 11 – page 31)
- not do any work in your garden that needs planning permission (Fifth schedule, paragraph 12 – page 31)
- not build anything in your garden except for a path or patio area with a fence or wall no higher than 30 cm (12 inches). (Fifth schedule, paragraph 12 – page 31)
- not park a vehicle in it (Fifth schedule, paragraph 13 – page 31)
- not put any rubbish there, light a fire or burner, or keep a compost bin that may be a nuisance to your neighbours (Fifth schedule, paragraph 14 – page 31).

If you have bought your flat from the council under the Right to Buy, you may have to return some of the discount if you want to sell it – please see page 6 for details.

Our rights

Our main rights under the lease are to:

- enter your flat to check everything is all right or to do essential repairs to the building (Clauses 4(10) and 4(11) – pages 13 and 14)
- carry out essential work to your flat if you fail to do so, and charge you for it (Clause 4(10) – page 13)
- take you to court for unpaid service charges (Fourth schedule, paragraph (i) – page 29)

- apply to the court to repossess your property if you fail to pay your service charges, or break any other condition of your lease (Clause 6(1) - page 20). We can repossess your flat if you don't pay the service charges shown in your certificate (see the Fourth schedule, paragraph (i) - page 29)
- put new buildings on your estate, and alter paths, roads and so on (Second schedule, paragraph 1 – see page 23)
- receive your service charges in advance (Clause 3 - page 10 and the Fourth schedule, paragraph (g) – page 28).

Our responsibilities

Our main responsibilities under the lease are as follows. We must:

- allow you to 'peaceably hold and enjoy' your flat without us interfering, so long as you follow all your responsibilities (Clause 5(1) – see page 18)
- maintain, repair, renew, clean, redecorate or improve your building and estate as necessary (Clause 5(2) – page 18)
- provide lighting where appropriate (Clause 5(3a) – page 19)
- keep the gardens, forecourts, roads and paths for all residents clean and tidy, as far as reasonably possible (Clause 5(3b) – page 19)
- insure the building and estate against fire, storm and flood (and subsidence, subject to certain conditions) (Clause 5(5) – page 19)
- calculate your service charges as set out in the Fourth schedule (paragraph (e) – page 27).

We can always take action against you if you break the conditions of your lease. For example, we can issue a section 146 notice, which means we can repossess your property if you don't put things right.

Right of access

The people who have the right to enter and use the communal areas in your building and estate are as follows:

Your building

- residents of the building
- anyone a resident invites to go there – friends, relations and anyone you ask to do work (such as electricians and plumbers)
- our employees and contractors.

Your estate

- residents of the estate
- residents' friends and relations
- our employees and contractors.

If you invite anyone to visit you, you will be responsible for anything they do while they are in your building or on your estate.

Your flat

We can enter your flat if we have a clear reason for doing so, for example:

- in an emergency, such as a gas leak or a major water leak
- to do repairs that are necessary to the building or your flat after giving 48 hours' notice in writing.

More information about rights and responsibilities

You can get more information about your (and our) rights and responsibilities on our website at www.haringey.gov.uk

**Haringey Council, Leaseholder Service,
Alexandra House, 10 Staton Road N22 7TR**

Phone: 0208 489 5611

Email: leaseholderservices@haringey.gov.uk

Website: www.haringey.gov.uk

How we work out your service charges

There is a special section in your lease about this – see the Fourth schedule, paragraph (e), page 27. If the council sold your flat before 1 April 1990, we work out your service charges using the rateable value of your flat. This comes from the system of rates that councils used to raise money for local services before Council Tax.

If the council sold your flat on or after 1 April 1990, we work out your service charges using the number of bedrooms in it. This is because the government stopped using the system of rates in 1990.

You can find examples of how we work out your service charges in the Leaseholders' Charter. Please see the previous section for how to get a copy.

Different types of lease

The type of lease you have depends on when the council sold your flat. The table below shows the main types.

Guide to your lease

Date of lease	How we work out service charges	Whether you pay for repairs and improvements
Before 1987	Using rateable values – see page 28	Repairs only - see page 6
1987 to 31 March 1990	Using rateable value - see page 28	Repairs and improvements - see page 6
1 April 1990 onwards	Based on the number of bedrooms in your flat - see page 27	Repairs and improvements - see page 6

Improvement work

We can charge you for improvement work only if your lease allows it (Clause 4 (2), page 11). Improvement work provides something to the building or estate you didn't have before the work took place. (We don't count uPVC double glazing as an improvement since it costs no more than replacing like with like and requires hardly any maintenance.)

→ Leases where you pay for repairs only

If the council sold your flat with a lease drawn up

under the Housing Act 1980, you won't have to pay for improvement work. You must pay only for repairs. This usually applies to properties that were sold before 1987.

→ Leases where you pay for repairs and improvements

Leases for properties sold after 1987 were drawn up under the Housing Act 1985, and the Housing and Planning Act 1986, so they include improvement work. If the council sold your flat with this type of lease, you must pay towards the cost of improvement work.

Mortgage

If you take out a mortgage or other loan on your flat you must tell us within one month (see Clause 4(24) – page 16). There is a set way of doing this called a 'notice of charge' – please phone the Home Ownership Team for details.

Selling

The lease refers to the following things you must do if you decide to sell your property (or transfer it to someone else):

- You must tell the new owner that they must sign an agreement, usually called a 'deed of covenant'. By signing it, they promise to follow all the conditions of the lease (Clause 4(23) – page 16). But the conditions of the lease apply to the new leaseholder even if they don't sign an agreement – please see page 21, Clause 6(5).
- You must send us a notice within one month to tell us you have sold your property (see Clause 4(24) – page 16). This is called a 'notice of transfer'.
- If you sell your property within five years of buying it from the council, you must repay some of the discount you received on the purchase price (Clause 4(25), page 17). This is true only if you bought it on or after 18 Jan 05.
- If you bought your property on or after 18 January 2005 and you sell it within 10 years, you must offer it to us first (Clause 4(26), page 17). (But at present we have no policy for buying back any ex-council properties.)

Subletting

The lease refers to the following things you must do if you decide to sublet your property:

- You must make sure that your tenants sign an agreement to keep to the conditions set out in your lease. Clause 4(23) of your lease (page 16) requires you to do this. To make sure you are covered, you must have a written agreement with your tenants; this must include all the conditions of your lease. This will also help you if your tenants break these conditions, as you will then have a good legal reason to tell them to leave.
- You must tell us within one month if you sublet your property (Clause 4(24) – page 16). We provide a special form for you to do this.

The estimate and the actual

Clause 3 (page 10) says you must pay your service charge in advance every year. This means we usually start by giving you an estimate to pay in advance. We then work out the actual costs when the final accounts are produced after the end of the financial year. The actual costs are included in the certificate that we send you each year, and this is explained in the Fourth schedule (page 26). We often refer to the certificate as 'the actual'.

TV aerial

We provide a communal TV aerial in most buildings. You aren't allowed to install your own aerial or satellite dish on the outside of the building without our written permission – see page 14 (Clause 4(13)).

Alterations

You can change something inside your flat only with our written permission – we will issue you with a licence (see page 14, Clause 4(13)). This relates particularly to structural works arising from refurbishments or improvements you want to make. However the lease says you aren't allowed to change anything on the outside of your flat.

Electrical wiring and plumbing

We are responsible for all pipes and electrical cables supplying your flat. However you are responsible for anything that is only for or in your flat. The lease refers to these as 'appurtenances' – see page 9 (Clause 1, "the flat", (e)) and page 12 (Clause 4(8)).

Windows and doors

We are responsible for maintaining and replacing the outside doors, and the windows and window frames in the building and in your flat – see page 18 (Clause 5(2)).

You are responsible for painting the woodwork inside your flat (see page 12, Clause 4(7)). This includes the parts of the doors and window frames inside your flat.

If you break a window pane, you must replace it – see Clause 4(8), page 12. This clause also says you have to repair or replace fixtures and fittings inside your flat, such as window catches, door or window handles or locks.

How we have set out this guide

We have shown the actual wording of the lease in **red text**, followed by a plain English explanation in **black text**. In some cases we have included notes to explain things further, and these are in [square-bracketed italics].

All Haringey Council's leases for properties sold under the Right to Buy have almost the same wording but no two leases are exactly the same. This is for a number of reasons. No two flats are identical. The 'Particulars' give specific information about the individual flat that the lease relates to.

The council has adjusted its standard lease over the years, mainly due to changes in the law. So the clause numbers in this guide may be different from those in your lease. We have based this guide on the lease used for leasehold properties that the council sold under the Right to Buy in February 2007.

Where the lease refers to:

- 'the **Corporation**' (the council, as the landlord), the plain English text uses 'we', 'us', 'our' or 'ours'
- 'the **Tenant**' (you, as the leaseholder), the plain English text uses 'you', 'your' or 'yours'.

Important disclaimer

We hope this guide will help you understand your lease. But it doesn't replace your lease (the actual legal document) and we can't guarantee that all the explanations are legally accurate or cover every detail.

In any legal dispute, we will rely on the original wording of the lease. This means that we won't agree to anyone referring to the explanations in this booklet in a court case.

If you want to know the exact nature of your legal obligations under your lease, you must get independent legal advice from a solicitor, law centre, or citizens advice bureau.

Also, this guide does not set out the council's policies.

Wood Green London N22 4LE.

Your landlord – Haringey Council.

3. Tenant:

The name of the first leaseholder of your flat.

4. Demised premises - ALL THAT the x bedroomed flat numbered x in the building (hereinafter called "the building") known as x on the estate (hereinafter called "the estate") as the same are respectively shown for the purposes of identification only edged red on the plans annexed hereto (hereinafter called "the flat").

The details of your flat:

- the number of bedrooms in your flat (or its rateable value, in older leases)
- your flat number in the building
- the name or number of the building and the road it is on, and
- the name of the estate (if there is one).

The plans in your lease show your flat, the building and the estate [as well as a garden if you have one] outlined in red.

5. Purchase price -

The price the first leaseholder paid for your flat when buying it from us.

6. Discount -

The discount the first leaseholder received on the market price of your flat when buying it from us under the Right to Buy.

7. Commencement date of term -

The date your lease started. In some older leases, this may be the date we sold the first flat in the building.

8. Length of term -

The number of years you may own your flat under your lease (you will have the right to extend this).

9. Rent - £10 per annum

This is fixed. [We generally call it the 'ground rent.']

This lease made the date stated in the Particulars between -

2. Your lease explained in plain English

HM Land Registry. Land Registration Acts 1925 to 1986

London borough: Haringey

The London borough your flat is in.

Title number:

The reference number of your flat at the Land Registry.

Property:

The address of your flat.

Particulars

1. Date of this deed -

The date you signed the lease.

2. Landlord - THE MAYOR AND BURGESSES OF THE LONDON BOROUGH OF HARINGEY of Civic Centre

(1) **The Landlord specified in the Particulars ("the Corporation") and**

(2) **The Tenant specified in the Particulars ("the Tenant").**

Witnesses – [Names]

Your lease was completed on the date shown under the 'Particulars' [paragraph 1], between:

- us (the council as landlord), and
- the first leaseholder of your flat.

Clause 1 – definitions

In this Lease the following expressions (where the context so admits) shall have the following meanings -

In your lease, the words below have the following meanings.

"the Particulars" - The details on the preceding page headed "Particulars".

The details given in the 'Particulars'.

"the Plans" - The plans mentioned in the Particulars

The plans mentioned in the 'Particulars' [paragraph 4].

"the Term" - The term specified in the Particulars which shall include any extension or continuation whether by statute or at common law.

The number of years your lease will last, given in the 'Particulars' [see paragraph 8 – normally 125 years].

"the Termination Date" - The date of expiration or sooner determination of the Term.

The date your lease ends [but you will have the right to extend your lease beyond this date].

"the Flat" - The whole and every part of the Flat described in the Particulars including:-

- a. (a) the internal plastered coverings and plaster work of the walls bounding the Flat and
- b. (b) the internal surface of the doors and door frames and windows fitted in the walls bounding the Flat and
- c. (c) the internal non structural walls lying within the Flat and

d. (d) the plastered coverings and plaster work of the walls and partitions lying within the Flat and the doors and door frames fitted in such walls and partitions and

e. (e) the plastered coverings and plaster work of the ceilings and the surfaces of the floors including the whole of the floorboards (if any) Together with the Corporation's fixtures and fittings sanitary apparatus and appurtenances installed therein or affixed thereto Together also with the easements rights and privileges set out in the First Schedule hereto but subject as therein mentioned Excepting and Reserving from the said demise the main structural parts of the Building including the roof foundations and external parts thereof the window frames and the glass in the windows of the Flat but not the interior faces of such part of the external walls as bound the Flat or the rooms therein.

Your flat includes:

- the plasterwork and the inside surfaces of the doors, of the door frames and of the windows in the outer walls of your flat [you must paint the inner surfaces of the window frames and replace broken window glass; we must replace the glass if we replace the windows – see clause 5(2 a, page 18)]
- the non-structural walls inside your flat [those that don't support any other part of the building] Guide to your lease
- the plasterwork on the walls, ceilings and partitions inside your flat, and the internal doors and door frames
- the floor surfaces (including any floorboards) and the fixtures and fittings, together with the plumbing, pipe work, electrical wiring and so on for or in your flat.

Your flat doesn't include any part of the outside or the structure of the building (including the roof and foundations).

You also have the rights set out in the First schedule under 'Easement rights' [for example, having gas and water pipes and electricity cables to your flat passing under other people's property].

Clause 2 – interpretation

- [1] The details and descriptions appearing in the Particulars shall be included in and form part of the Lease.

The information given in the 'Particulars' is part of your lease.

- [2] The expression "the Corporation" shall where the context so admits include any superior landlord and likewise the expression "Lease" includes "Underlease".

Where your lease refers to the landlord, this includes the overall landlord (if someone else owns the freehold). The term 'lease' then also includes 'underlease' [see page 35 for a definition of this].

[This applies in only a few cases where we don't own the freehold of your flat but are leasing it from someone else.]

- [3] Where the Corporation or any other person exercises any rights to enter the Flat under this Lease unless specifically provided herein to the contrary the person exercising such right shall do so in a reasonable manner and will make good any damage caused to the Flat.

If we enter your flat using our rights under your lease, we must do so in a reasonable way and make good any damage caused to your flat (unless we use a right where this doesn't apply).

- [4] Any covenant by the Tenant not to do any act or thing shall be deemed to include an obligation not to permit or suffer such act or thing to be done.

If you aren't allowed to do something under your lease, you must not allow anyone else to do it either.

Clause 3

In consideration of the Purchase Price paid by the Tenant to the Corporation (the receipt whereof is hereby acknowledged) and of the rent covenants and conditions hereinafter reserved and contained and on the part of the Tenant to be observed and performed the Corporation hereby demises with full title guarantee unto the Tenant ALL THAT the Flat and the garden (if any) included in the Demised Premises.

Excepting nevertheless and reserving unto the

Corporation the easements rights and privileges set out in the Second Schedule hereto.

TO HOLD the same unto the Tenant for the Term from and including the Commencement Date of Term (determinable nevertheless as hereinafter provided) paying therefore during the Term the yearly rent specified in the Particulars and the further and additional rent hereinafter mentioned to be paid by equal quarterly payments in advance on the usual quarter days in every year the first payment to be made on the execution hereof and to be for the period from the date hereof to the next quarter day after the date hereof.

As long as you pay the rent [ground rent] and all your service charges, and carry out all your responsibilities under your lease, we will allow you full use of your flat and garden (if you have one). Your flat includes everything described in the 'Particulars' [paragraph 4].

But we keep rights over your flat, the building and the estate; these are set out in the Second schedule under 'Easement rights'. [Examples of these rights are having gas and water pipes and electricity cables passing under the floor of your flat.] You will have the same rights throughout the period of your lease.

You must pay your ground rent and your additional rent [service charges] in advance every year in equal instalments on the 'quarter days' [25 March, 24 June, 29 September and 25 December]. The first payment will be for the period from the start of your lease (given in the 'Particulars') until the next quarter day.

[You pay the ground rent and the yearly service charge together. Your lease says you must pay your estimated service charge every three months in advance. But you can pay your annual service charge in monthly instalments over 10 months by direct debit. You can also pay estimates for major works in monthly instalments by direct debit.]

Clause 4

The Tenant hereby covenants with the Corporation as follows:

You agree to do the following.

- [1] **To pay the Rent at the times and in the manner aforesaid without any deduction whatsoever.**

You must pay your rent instalments in full and in advance.

- [2] **To pay to the Corporation without any**

deduction by way of further and additional rent a proportionate part of the reasonable expenses and outgoings incurred by the Corporation in the improvement repair maintenance renewal and insurance of the Building and the Estate and the provision of services therein and the other heads of expenditure as the same are set out in the Third Schedule hereto such further and additional rent (hereinafter called the "Service Charge") being subject to the terms and provisions set out in the Fourth Schedule hereto Provided that the Tenant shall not be required to contribute to the repair of any structural defect in the Building unless

(i) the Tenant was prior to the granting of this Lease notified in writing of its existence or

(ii) the Corporation first became aware of the said defect after more than 10 years from the date hereof.

You must pay us your additional rent [service charges] in full [usually in instalments]. This is your share of our costs for:

- providing services to your building and estate
- repairing, maintaining, renewing and insuring your building and estate, and
- making improvements to your building and estate [see the note below].

There is more information about these costs in the Third schedule. You must pay for them through additional rent and the lease will refer to this as the 'service charge' from now on. We work out the amount we charge you in line with the Fourth schedule.

You must pay towards repairing any structural fault in the building only if:

- we told you in writing about the fault before we granted your lease, or
- it appeared more than 10 years after the date of your lease.

[Usually, if your lease is dated before 1987, you won't have to pay towards improvement work. If this is the case, your lease won't mention improvements – see page 33.]

[3] **To pay and discharge all general and water rates and other outgoings of an annual or other periodically recurring non-capital nature which are now or may at any time hereafter during the Term be assessed rated charged or imposed**

upon or payable in respect of the Flat.

You must make sure you pay all charges relating to your flat, including water rates and Council Tax.

[4] **From time to time during the Term to pay all Guide to your lease costs charges and expenses incurred by the Corporation in abating any nuisance in the Flat and executing all such works as may be necessary for abating any nuisance in the Flat in obedience to a notice served by a local authority.**

If you receive an official notice ordering you to deal with something that is a nuisance in your flat and you don't follow what it requires, we will take the necessary action and you must pay our costs.

[For an explanation of 'nuisance', see Glossary, page 34.]

[5] **To observe the restrictions and regulations set out in the Fifth Schedule hereto or such other restrictions or regulations as the Corporation may from time to time make and publish**

You must follow the rules set out in the Fifth schedule or any other rules we decide on and tell residents about.

[6] **(a) To pay unto the Corporation all costs charges and expenses (including legal costs and fees payable to a surveyor) which may be incurred by the Corporation incidental to the preparation and service of a notice under Section 146 of the Law of Property Act 1925 whether incurred in or in contemplation of proceedings under Sections 146 or 147 of that Act notwithstanding forfeiture may be avoided otherwise than by relief granted by the Court.**

(b) To pay all expenses including solicitors' costs and surveyors fees incurred by the Corporation of and incidental to the service of all notices and schedules relating to wants of repair to the Flat whether the same be served during or after the expiration or sooner determination of the Term and in connection with every application for consent whether the same shall be granted or refused or withdrawn.

- If you break the conditions of your lease, you must pay all our costs for taking action against you for doing so. These costs include preparing and sending you a notice under section 146 of the Law of Property Act 1925 [see page 34], if this is necessary.

While we are taking legal action, you will have the chance to put things right and to keep your flat. The court has to make the final decision.

→ You must pay all our costs for preparing and sending you notices and lists of any repairs you should have made to your flat under your lease. You must pay these costs even if your lease ends. You must also pay all our costs for applying to the courts to make these repairs, even if the application fails.

[7] **Once in every fifth year of the Term and in the last quarter of the last year of the Term (howsoever determined) to paint in a proper and workmanlike manner all the inside wood and ironwork usually painted of the Flat with two good coats of good quality paint and so that such internal painting in the last year of the Term shall be of a tint or colour to be approved by the Corporation And also with every such internal painting to whiten colour wash distemper grain varnish paper and otherwise decorate in a proper and workmanlike manner all such internal parts of the Flat as have been or ought properly to be so treated and so that in the last year of the Term the tints colours and patterns of all such works of internal decoration shall be such as shall be approved by the Corporation.**

Once every five years, and in the last three months of your lease if it ends, you must paint (properly and with two coats of good-quality paint) the woodwork and metal fittings that are usually painted in your flat. [This includes the insides of the windows and the doors.] Whenever you do this, you must also redecorate the walls and everything else inside your flat to a good standard. For the last year of your lease, we will approve the colours and patterns of all wall coverings inside your flat.

[8] **Throughout the Term and from time to time and at all times to keep the Flat and everything demised hereunder and additions thereto and the Landlord's fixtures and fittings sanitary apparatus and appurtenances installed in or affixed to the Flat and the window glass thereof but excluding any portion thereof which the Corporation covenants to repair under Clause 5(2) hereof with all necessary reparations cleansings and amendments whatsoever well and substantially repaired cleansed maintained and renewed damage by any risk against which the Corporation shall have insured (save where the insurance monies shall be irrecoverable by reason of any act or default of the Tenant his family servants or agents) nevertheless**

excepted and to replace from time to time all Landlord's fixtures fittings and appurtenances in the Flat which may be or become beyond repair at any time during or at the expiration or sooner determination of the Term.

You must always keep your flat in a good, clean condition and replace anything that can't be repaired, including the fixtures and fittings, plumbing, pipe work and electrical wiring for or in your flat and glass in the windows. This doesn't include anything we are responsible for repairing under Clause 5(2). [This means you must replace any window glass broken by accident. We will replace window glass if necessary due to its age or being otherwise no longer suitable.]

Normally, you won't have to repair damage caused by any risk we are insured against. But you must do so if the damage isn't covered because of something you, your family, your visitors or people working for you have done or failed to do.

[9] **In so far only as the works hereinafter in this present sub-clause described become directed or required solely by reason of any breach or non-observance by the Tenant of any covenant or other provisions contained in these presents but not otherwise to execute all such works as are or may under or in pursuance of any Act or Acts of Parliament already or hereafter to be passed be directed or required by any district council local or public authority to be executed at any time during the Term upon or in respect of the Flat whether by the landlord or the tenant thereof and to keep the Corporation indemnified against all claims demands and liability arising thereout.**

If work is needed in or for your flat because you haven't followed the conditions of your lease, you must put things right. An official notice may tell you about such work.

You have full legal and financial responsibility for work of this kind, so we can't be considered responsible for any claims or costs relating to it.

[10] **To permit the Corporation and its respective duly authorised surveyors and agents with or without workmen and others upon giving 48 hours previous notice in writing (except in the case of emergency) at all reasonable times to enter the Flat and take particulars of additional improvements fixtures and fittings thereto or therein and to view and examine the state and condition of the Flat or any part thereof and**

the reparation of the same and of all defects decays and wants of reparation found in breach of the covenants herein contained and to give notice in writing of any such defects decays or wants of reparation to the Tenant who will with all proper despatch and in any case within three months then next following well and sufficiently repair and amend the Flat accordingly and will pay and discharge on demand all costs charges and expenses (including legal costs and any fees payable to a surveyor incurred by the Corporation and its agents of and incidental to the preparation and service of such last-mentioned notice or of any statutory notice relating to any breach of covenant) PROVIDED ALWAYS that in case of any default in the performance by the Tenant of the foregoing covenant and if the same be not in fact remedied within three months after notice requiring the same to be done shall have been given to the Tenant or left at the Flat it shall be lawful for the Corporation (but without prejudice to any other right or remedy) to enter upon the Flat and repair or put in order the same or carry out any such works at the expense of the Tenant in accordance with the covenants and provisions hereof and the costs and expenses thereby incurred by the Corporation and its agents shall be repaid to the Corporation by the Tenant on demand.

You must allow us (and anyone acting for us) to go inside your flat at all reasonable times if we give you 48 hours' notice in writing. But we don't have to give you notice in an emergency. We have the right to:

- note down any improvements, extra fixtures or fittings in your flat, and
- inspect the condition of your flat to identify any necessary repairs.

We will write to you about any repairs you should have made or about any other ways you have broken the conditions of your lease. You will do the work urgently if this is necessary and in any case within three months of the date of our letter. You must pay all the costs relating to our letter.

If you fail to carry out any of the work as we have requested and if in fact you don't do it within three months, we can go into your flat to do it and charge you all our costs. We can do this even if we have the right to take other action.

[11] **to permit the Corporation its duly authorised**

surveyors or agents with or without workmen and others at all reasonable times upon giving 48 hours previous notice in writing (and in the case of emergency without notice) to enter into and upon the Flat or any part thereof for the purpose of repairing any part of the Building and for the purpose of making repairing maintaining rebuilding cleansing lighting and keeping in good order and condition all sewers drains channels pipes cables watercourses gutters wires party structures or other conveniences belonging to or serving or used for the Building (without prejudice however to the obligations of the Tenant hereunder with regard thereto) and also for the purpose of laying down maintaining repairing testing disconnecting stopping up or renewing drainage gas and water pipes and electric wires and cables and for similar purposes PROVIDED that the Corporation shall make good all damage to the Flat or to the fixtures fittings sanitary apparatus and appurtenances goods or effects installed therein or affixed thereto caused by the carrying out of any work in this present sub-clause mentioned or otherwise referred to.

You must allow us (and anyone acting for us) to go into your flat at all reasonable times if we give you 48 hours' notice in writing. But we don't have to give you notice in an emergency. We can enter your flat to:

- repair any part of the building, and
- repair, maintain, rebuild, clean, test and disconnect all sewers, drains, pipes, cables, gutters and so on that belong to or serve the building.

This doesn't affect your responsibility under your lease to repair anything that is part of your flat. We will make good any damage caused to your flat or to the fixtures and fittings when we do this type of work to the building.

[12] **Not to do so or permit or suffer to be done any act deed matter or thing whatsoever whereby the risk or hazard of the Flat or the Building being destroyed or damaged by fire or other insured risks shall be increased or so as to require an additional premium for insuring the same or which may make void or voidable any policy for such insurance.**

You must not do, or allow anyone else to do, anything that:

- increases the risk of your flat or the building being damaged or destroyed by fire or anything else would mean we would have to pay a higher insurance

premium, or

→ might make the insurance policy invalid.

[13] **Not at any time without the licence in writing of the Corporation first obtained nor except in accordance with plans and specifications previously submitted in triplicate to the Corporation and approved by the Corporation and to its satisfaction to make any alteration or addition whatsoever in or to the Flat either externally or internally or to make any alteration or aperture in the plan external construction height walls timbers elevations or architectural appearance thereof nor to cut or remove the main walls or timbers of the Flat unless for the purpose of repairing and making good any defect therein nor to do or suffer in or upon the Flat any wilful or voluntary waste or spoil.**

You must get our permission in writing (through our granting you a licence) before you alter your flat, inside or outside.

To apply for permission, you must give us three copies of your plans and a description of the work, so we can decide whether we can agree to it. If we decide to give you a licence, you must keep to the plans you have provided.

You must not change or make any openings in the outside walls, or include them in your plans. You must not change any part of the main structure, the timbers or the outside appearance of your flat unless it is necessary for a short period to repair a fault. You must not put any new fittings outside [such as TV aerials].

You must not cause any damage to the inside or the outside of your flat as a result of the work you do. In addition you must not allow damage to occur by neglecting to maintain the flat properly.

[14] **Not to use the Flat or any part thereof nor allow the same to be used for any illegal or immoral purpose nor to hold therein any sale by auction.**

You must not use your flat (or any part of it) for an illegal or immoral purpose. You must not hold any auction in your flat. Also you must not allow others to use your flat in these ways.

[15] **To use and occupy the Flat solely and exclusively as a self-contained residential flat.**

You must use your flat only to live in. You must not run a business from it.

[16] **Not to exhibit on the outside or in the windows of the Flat any name plate placard or announcement of any description.**

You must not put a nameplate, notice or sign on the outside of your flat (or in the windows).

[17] **Not to do or permit to be done upon or in connection with the Flat or the Building anything which shall be or tend to be a nuisance annoyance or cause of damage to the Corporation or its tenants or any of them or to any neighbouring adjoining or adjacent property or the owner or occupiers thereof.**

You must not do (or allow anybody else to do) anything to or in your flat or the building that might cause a nuisance, damage or injury to us or to the owners or occupiers of neighbouring properties.

[18] **To keep the floors of the Flat including the passages thereof substantially covered with suitable material for avoiding the transmission of noise.**

You must have the floors of your flat covered with suitable materials [This means you must lay carpets or if you install laminate flooring, it must include proper sound proofing] to stop noise going into your neighbours' flats. This must include the passages in your flat.

[19] **At all times during the said term to comply in all respects with the provisions and requirements of the Town and Country Planning Acts 1990 or any statutory modification or re-enactment thereof for the time being in force and any regulations or orders made thereunder whether as to the permitted use hereunder or otherwise and to indemnify (as well after the expiration of the Term by effluxion of time or otherwise as during its continuance) and to keep the Corporation indemnified against all liability whatsoever including costs and expenses in respect of such matters and forthwith to produce to the Corporation on receipt of notice thereof any notice order or proposal therefore made given or issued to the Tenant by a planning authority under or by virtue of the said Acts affecting or relating to the Flat and at the request and cost of the Corporation to make or join with the Corporation in making every such objection or representation against the same that the Corporation shall deem expedient.**

You must follow all the planning laws and regulations.

You must not do anything that could make us liable for any costs or claims relating to planning matters, even after the end of your lease. You have full legal responsibility for all such matters.

Also, if you receive a notice affecting your flat under these laws from a planning authority, you must send it to us immediately. If we think it is necessary, you must support us in appealing against the notice (we will pay any costs involved in doing this).

[20] For a period of six months immediately preceding the determination of the Term to permit an inspection at any reasonable time in the day by any person wishing to inspect the Flat and so authorised by the Corporation upon an appointment being made for that purpose.

If your lease ends, then you must allow anyone to inspect your flat during the last six months if we give them permission. We will make an appointment with you for the inspection, at a reasonable time of day.

[21] To make good all damage caused through the act or default of the Tenant or of any servant or agent or visitor of the Tenant (a) to any part of the Building or to the appurtenances or the fixtures and fittings thereof and (b) to any other occupier or tenant of the Building and their licensees and in each case to keep the Corporation indemnified from all claims expenses and demands in respect thereof.

You must make good any damage or injury you, your family, your visitors or people working for you cause to:

- any part of the building or its fixtures and fittings, and
- other owners or residents in the building.

You must ensure that we cannot be held liable for any claims or costs relating to damage or injury of this kind. You have full legal responsibility for this type of damage.

[22] On the expiration or determination of the Term peaceably to yield up unto the Corporation the Flat in a good and tenantable state of repair and condition in accordance with the covenants by the Tenant herein contained together with all additions and improvements thereto and all Landlord's fixtures and fittings of every kind now in or upon the Flat or which during the Term may be affixed or fastened to or upon the same all of which shall at the expiration or determination of the Term be left complete with all parts and appurtenances thereof and in proper working

order and condition PROVIDED ALWAYS that the foregoing covenant shall not apply to any articles held by the Tenant on hire nor to any tenant's fixtures or fittings PROVIDED further that the Tenant may from time to time (but only with the previous written consent of the Corporation and subject to any conditions thereby imposed) substitute for any of the Landlord's fixtures and fittings other fixtures and fittings of at least as good a kind and quality as and not less suitable in character nor of less value than those for which they are respectively to be substituted and in any such case the covenant hereinbefore contained shall attach and apply to the things so substituted.

If your lease ends, you must move out of your flat and give the property back to us in good condition as set out in your lease, so that someone else can live there. You must not remove any improvements you have made, or any fixtures and fittings inside or outside your flat. You must make sure that everything works properly and is in good condition.

This applies also to fixtures and fittings you have replaced, but not to anything that belongs to you and isn't part of the flat. You must get our permission in writing if you want to replace any of the original fixtures and fittings, and the replacements must be at least as good as the ones you are replacing.

[23] Upon any assignment hereof or subletting or underletting wholly or in part to obtain a direct covenant by the assignee sublessee or underlessee with the Corporation to observe and perform the covenants and conditions of this Lease.

You may sell, underlet or sublet your flat (or any part of it) only if the person you are selling or letting it to signs an agreement with us to follow the conditions of the lease.

[24] In the case of any instrument operating or purporting to assign transfer lease charge discharge dispose of or affect the Flat or any part thereof or any interest therein or to create assign transfer dispose of or affect any derivative interest in the Term or any charge on the Flat or effecting or occasioning a devolution or transmission of the same respectively by operation of law to leave such instrument (or in the case of a transfer or charge or discharge of a charge of registered land a verified copy thereof) within one calendar month after the date of such instrument or (in the case of a probate of a will or letters of administration) after the date of the grant of the probate or letters of administration

as the case may be to leave a true certified copy thereof at the offices of the Head of Legal

Services for the time being of the Corporation and to the intent that the same may be registered and to pay to them a fee of £50.00 for each such registration or such larger sum as the Corporation may reasonably require.

If you sell, transfer, sublet or mortgage your flat, take out any type of loan on it, or do anything else that affects your use or ownership of it (or any part of it), you must:

- tell our Legal Services department in writing within one month, and
- give us certified copies of the relevant documents.

This also applies if the ownership of the flat changes because the previous owner dies. You must pay £50 for each registration, or any larger amount we may reasonably ask for.

[25] **If within a period of five years from the date hereof the Tenant assigns or otherwise disposes of his interest hereunder as defined by Section 159 of the Housing Act 1985 and the discount being expressed as a percentage of the original valuation of the property he shall on demand by the Corporation repay to the Corporation such sum as is as an equivalent percentage of the resale price of this Lease but reduced by one-fifth of that discount for each complete year which has elapsed since the granting of this Lease and before the disposal For the purposes of calculating the amount repayable to the Corporation it is hereby agreed that the amount of discount given by the Corporation to the Tenant on the purchase price was that specified in the Particulars.**

If you sell your flat or do anything else to change your legal rights over it within five years of the date of your lease, you must pay us a percentage of the sale price less the value of any improvements you have made. This will be the same percentage of the price as the discount you received when you bought your flat from us, less one-fifth for each full year that has passed since the start of your lease.

[This rule applies only if you bought your flat from us under the Right to Buy on or after 18 January 2005.

If you applied for the Right to Buy before 18 January 2005, this clause will state you must repay the discount if you sell the flat in the first three years of the lease. The

amount you repay will be reduced by one-third for each full year after the start of the lease.]

[26] **If within a period of ten years from the date hereof the Tenant assigns or otherwise disposes of his interest and the disposal is not an exempt disposal, he shall first give a right of first refusal to the Landlord for a consideration in accordance with Section 158 Housing Act 1985 and there will be no disposal within the ten years unless this condition is satisfied.**

If you want to sell your flat or transfer it to someone else within 10 years of the date of your lease, you must give us the chance to buy it before you put it on the market.

[Your lease will contain this clause only if the leaseholder who bought your flat from us under the Right to Buy applied to buy it on or after 18 January 2005. But at present we have no policy for buying back ex-council properties.]

[27] **It is hereby declared that each of the aforesaid covenants shall remain in full force both at law and in equity notwithstanding that the Corporation shall have waived or released temporarily or permanently revocably or irrevocably or otherwise howsoever a similar covenant or similar covenants affecting other adjoining or neighbouring premises for the time being belonging to the Corporation**

All your responsibilities given above will apply even if we decide not to enforce similar requirements in the lease of a neighbouring property that we also own.

Clause 5

The Corporation hereby covenants with the Tenant as follows:

We agree to do the following:

[1] **The Tenant paying the rent reserved and performing and so observing the several covenants on his part and the conditions herein contained shall peaceably hold and enjoy the Flat during the Term without any interruption by the Corporation or any person rightfully claiming under or in trust for it.**

If you pay your service charges in full and on time, and meet all your responsibilities under your lease, we will allow you the full use of your flat throughout the period of your lease.

[2] **To maintain repair redecorate renew amend clean repoint paint grain varnish whiten and colour as applicable:**

- a. the structure of the Building and in particular but without prejudice to the generality hereof the roofs foundations external and internal walls (but not the interior surfaces of such part of the external or internal walls as bound the Flat or the rooms therein) and the window frames (but not the interior surfaces thereof) and glass in windows and timbers (including the timbers joists and beams of the floors and ceilings thereof) (but not including the floorboards) chimney stacks gutters and rainwater and soil pipes thereof
- b. the sewers drains channels watercourses gas and water pipes electric cables and wires and supply lines in under and upon the Building and the Estate enjoyed or used by the Tenant in common with the owners lessees or occupiers of the other flats
- c. the boilers and heating and hot water apparatus (if any) in the Building save and except such (if any) heating apparatus as may be now or hereafter installed in the Flat serving exclusively the Flat and not comprising part of a general heating system serving the entire Building
- d. the passenger lifts lift shafts and machinery (if any) enjoyed or used by the Tenant in common with others and
- e. the boundary walls and fences of and in the curtilage of the Building
- f. the entrances passages landings staircases and other parts of the Building enjoyed or used by the Tenant in common with others.

When necessary, we will maintain, repair, renew, clean, redecorate or improve:

- the structure of the building, for example:
- roofs, chimney stacks, gutters, rainwater and sewage pipes
 - foundations
 - walls (but not the surfaces inside your flat)
 - the glass in the windows and the window frames (but not the surfaces inside your flat)
 - the wooden joists and beams of the floors and ceilings (but not the floorboards of your flat) [it

also does not include the ceilings – see Clause 1, "the flat", page 9]

- the sewers, drains, gas and water pipes, electrical cables and so on for the building and the estate, which are for the use of all residents
- boilers, heating and hot-water pipes, and radiators that are part of a system for the whole building (but not any part of a heating system that serves only your flat)
- any lifts in the building
 - the walls and fences around the building
 - the entrances [including doors – see Clause 1, "the flat", page 9], passages, landings, staircases and other parts of the building that you may use with the other residents.

[We will replace window glass only if this is necessary due to its age or it being no longer suitable. You must replace glass in your windows that is accidentally broken.]

PROVIDED that the Corporation shall not be liable to the Tenant for any defect or want of repair hereinbefore mentioned unless the Corporation has had notice thereof.

But we aren't responsible to you for any fault or repair mentioned above if you haven't told us about it.

[3] **So far as practicable**

- a. to keep lighted the passage landings staircases and other parts of the Building enjoyed or used by the Tenant in common with others and
- b. to tend keep clean and tidy and generally to maintain the gardens forecourts roadways pathways (if any) used in connection with the Building and the Estate or adjoining or adjacent thereto being the property of the Corporation.

As far as reasonably possible, we will:

- provide lighting in passages, on landings, on staircases and in other areas of the building, for the use of all residents, and
- keep clean and tidy, and maintain the gardens, forecourts, roads and paths belonging to the building and the estate.

[4] **Provided only that the amenities hereinafter in this sub-clause mentioned are in operation in the Building at the date hereof but not otherwise and**

subject to the provisions of Clause 6(3) hereof at all times during the Term to supply hot water for domestic purposes to the Flat by means of the boiler and heating installations serving the Building and also from the 1st October to the 30th April inclusive in each year to supply hot water for heating to the radiators fixed in the Flat or other heating media therein so as to maintain a reasonable and normal temperature.

If there is a main boiler that heats water for the whole building, we will supply hot running water to your flat. From 1 October to 30 April each year, we will make sure the boiler heats the radiators in your flat to a reasonable temperature. This applies only if these services were provided from the date of your lease, in line with Clause 6(3).

[5] **To insure and keep insured the buildings on the Estate and landlord's fixtures and fittings therein and all appurtenances apparatus and other things thereto belonging against loss or damage by fire tempest flood and such other risks as the Corporation shall deem desirable or expedient in some insurance office or with underwriters of repute And in case of destruction of or damage to the Building or any part thereof from any cause covered by such insurance so as to make the same unfit for occupation and use to lay out all monies received in respect of such insurance (other than for loss of rent and architects' and surveyors' fees) in rebuilding and reinstating the same as soon as reasonably practicable and to make good any deficiency in such insurance money out of its own money.**

We will insure the buildings on the estate (and everything belonging to the estate) against loss or damage caused by fire, storm, flood, and any other risks we may decide to insure against [such as subsidence].

We will take out insurance with an insurance company that has a good reputation. If any part of the building is damaged by anything covered by the insurance policy so it is no longer fit to live in, we will renew it and make it fit to live in again as soon as we reasonably can. We will also insure against:

- loss of rent and service charges, and
- architects' and surveyors' fees.

If the insurance money doesn't cover the cost of doing the work, we will pay the difference.

[6] **That in the event of the Flat being destroyed or so damaged by any insured risk as to be rendered**

partially or wholly unfit for occupation and use and provided that the insurance effected by the Corporation shall not have been vitiated or payment of the insurance money refused in whole or in part in consequence of some act or default on the part of the Tenant his family servants or agents then the rent hereby reserved or a proportionate part thereof according to the nature and extent of the injury sustained shall forthwith cease to be payable until the Flat shall have been restored and reinstated and again rendered fit for occupation and use.

If you can't use part or all of your flat because of damage we are insured against, you won't have to pay part or all of your yearly service charge (depending on the damage) until the repairs have been done. But you must still pay the full service charge if the insurance company refuses to pay part or all of the insurance money because of something that you, your family, your visitors or people working for you have done or failed to do.

[7] **That the Corporation will require every person to whom the Corporation shall hereafter grant a lease of other flats in the Building to observe and perform such of the restrictions covenants and stipulations contained in this Lease as the Corporation is required to impose by the Housing Act 1985 as amended by the Housing and Planning Act 1986 or some other Act or Order and will at the cost of the Tenant take all reasonable steps to enforce the same.**

By law, we must include some clauses from your lease in new leases for flats in the building. We will take all reasonable steps to enforce these clauses and you may have to pay our costs in doing so.

Clause 6

It is hereby further agreed

You must also agree to the following:

[1] **If the said rents or any part thereof shall be unpaid for twenty-one days next after becoming payable (whether the same shall have been formally demanded or not) or if the Tenant shall not duly perform or observe all the covenants and provisions hereby on the part of the Tenant to be performed or observed then and in any of the said cases and thenceforth it shall be lawful for the Corporation in that behalf to re-enter into or upon the Flat or any part thereof in the name of the whole and to repossess and enjoy the same as if this Lease had not been made**

but without prejudice to any right of action or remedy of the Corporation in respect of any antecedent breach of any of the covenants by the Tenant herein contained.

If you don't pay any part of your rent or service charges within 21 days of the date they were due (whether or not we have written to ask for them), or if you break the other conditions in your lease, we have the right to repossess your flat without paying you anything for it. We can do this whether or not we have taken or can take any other action against you for breaking the conditions of your lease.

[If we want to repossess your flat, we must write to you explaining why before we apply to the court. If the court decides you have broken the conditions of your lease, it may make an order allowing us to end your lease and repossess your flat. But the law gives you some protection against losing your flat, for example we cannot repossess it because you owe us only a small amount of money (less than £350, at January 2008), unless you have owed us part of it for more than three years.]

[2] **Notwithstanding anything herein contained the Corporation shall be under no greater liability either to parties hereto or to strangers to this contract who may be permitted to enter or use the Building for accidents happening injuries sustained or for loss of or damage to goods or chattels in the Building the Estate or in any part thereof arising from the negligence of the Corporation or that of any servant or agent of the Corporation or otherwise than the obligation involved in the common duty of care.**

Whatever anything else in your lease says, we have no legal or financial responsibility (apart from the normal duty to take reasonable care) for anything we fail to do that results in an accident or injury to a resident or a visitor, or loss or damage to their homes or belongings in the building or on the estate.

[3] **Notwithstanding anything herein contained the Corporation shall not be liable to the Tenant nor shall the Tenant have any claim against the Corporation in respect of**

- a. any interruption in any of the services hereinbefore mentioned by reason of necessary repair or maintenance of any installations or apparatus or damage thereto or destruction thereof by fire water act of God or other cause beyond the Corporation's control or by reason of mechanical or other defect or breakdown

or frost or other inclement conditions or unavoidable shortage of fuel materials water or labour or labour disputes or

- b. any act omission or negligence of

any caretaker attendant or other servant of the Corporation in or about the performance or purported performance of any duty relating to the provision of the said services or any of them.

Whatever other clauses of the lease say, you can't claim against us:

- if we are unable to provide any of the services already mentioned in the lease because of problems with repair or maintenance work, or damage caused by fire, water, mechanical breakdown, bad weather, shortages of staff or materials, strikes or anything else beyond our control, or
- if any of our employees makes a mistake when they are doing duties that relate to providing any of the services already mentioned in the lease.

[4] **Nothing herein contained shall confer on the Tenant any right to the benefit of or to enforce any covenant or agreement contained in any lease or other instrument relating to any other premises belonging to the Corporation or limit or affect the right of the Corporation to deal with the same now or at any time hereafter in any manner which may be thought fit.**

Nothing in this lease:

- gives you the right to benefit from or enforce a clause in another lease or document relating to a property we own
- can stop us dealing with our properties as we think is right.

[5] **In these presents wherever the context admits**

- (i) the expressions "the Corporation and "the Tenant" shall respectively include their respective successors in title;
- (ii) words importing the masculine gender include the feminine gender;
- (iii) words importing the singular number include the plural number;
- (iv) where two or more persons are included in the expression "the Tenant" the covenants expressed to be made by the Tenant shall be deemed to be made by such persons jointly and severally and such persons shall be deemed

to hold the property hereby assured as joint tenants legally and beneficially.

The following are also part of this agreement with you.

- The conditions of your lease apply to anyone who becomes the leaseholder or the landlord of your flat.
- Where your lease uses 'he', 'him' and 'his', it means both men and women.
- Where your lease refers to single things it can also mean more than one [for example, if there is more than one lift in the building].
- If there are two or more leaseholders of your flat, you each have the same rights and responsibilities and must each make sure those responsibilities are followed.

[6] **For the purpose of service of all notices hereby or by statute authorised to be served the provisions as to service of notices contained in Section 196 of the Law of Property Act 1925 as amended by the Recorded Delivery Service Act 1962 shall be deemed to be incorporated herein All Notices to be served upon the Corporation shall be sent by Recorded Delivery post to the place of business or office for the time being of the Head of Legal Services.**

If we send you a notice under your lease or required by the law, we may send it by recorded delivery. If you send us a notice under your lease, you should send it by recorded delivery to our Head of Legal Services.

[A court of law will regard recorded delivery as proof of delivery.]

Clause 7

IT IS HEREBY CERTIFIED that this is an instrument on which Stamp Duty is (or is not) chargeable by virtue of the provisions of Section 92 of the Finance Act 2002, and the transaction hereby effected does not form part of a larger transaction or of a series of transactions in respect of which the amount or value or the aggregate amount or value of the consideration exceeds the sum of X AND that there is no Agreement for Lease to which this Lease gives effect.

This clause states whether the first leaseholder paid stamp duty when they bought your flat from us.

[The first leaseholder would have paid stamp duty if the price they paid for your flat was above the limit for stamp duty then.]

IN WITNESS whereof the Corporation has caused its Common Seal to be hereunto affixed and the Tenant has set his hand the day and year first before written.

To confirm that your lease can be legally enforced, we have attached our seal and the first leaseholder [who bought the flat from us] has signed the lease.

First schedule

Easements rights and privileges included in this demise

Your rights to use the parts of the building and estate for all the residents

1. **Full right and liberty for the Tenant and all persons authorised by him (in common with all other persons entitled to the like right) at all times by day or by night to go pass and repass over and along the main entrance of the Building and the common passages landings and staircases thereof and to use the passenger lift (if any) therein and the dustbin enclosures gardens forecourts roadways pathways (if any) on the Estate provided nevertheless that the Tenant shall not cause or permit the obstruction of any common parts of the Building by furniture or otherwise.**

You, the residents, our representatives and anyone you authorise have the right to use at any time:

- the main entrance of the building, its passages, landings, staircases, lifts and dustbins, and
- the forecourts, roads, paths and gardens on the estate.

You must not block any of these areas or allow anyone else to do so.

2. **The free and uninterrupted passage and running of water and soil gas and electricity from and to the Flat through the sewers drains channels and watercourses cables pipes and wires which now are or may at any time during the Term be in under or passing through the Building or any part thereof**

You have the right to have water, gas, electricity and waste pipes connected to your flat from the mains pipes, wires and cables to or in your building.

3. **The right of support and protection for the benefit of the Flat as is now enjoyed from the other flats and all other parts of the Building.**

You have the right for the structure of your flat to continue to be supported and protected by the other flats and the rest of your building.

Second schedule

Exceptions and reservations. These are excepted and reserved out of this demise.

Our rights over your flat, the building and the estate

To the Corporation

We have the following rights:

1. **(i) Easements rights and privileges over and along and through the Flat equivalent to those set forth in paragraph 2 of the First Schedule**

(ii) The right at any time hereafter to rebuild alter or use any of the adjoining or neighbouring buildings according to such plans (whether as to height extent or otherwise) together with the right to erect further buildings or structures on the Estate and to enlarge the Estate by the addition of further land with or without buildings and in such manner as shall be approved by the Corporation notwithstanding that the access of light or air to or any other easement for the time being appertaining to or enjoyed with the Flat or any part thereof may be obstructed or interfered with or that the Tenant might otherwise be entitled to object to such rebuilding alteration or use.

We have easement rights over, along and through your flat [for example, to have mains pipes, wires and cables running underneath the floorboards]. These rights are similar to yours in the First schedule, paragraph 2.

We have the right to:

- rebuild or change the height, use or size of neighbouring buildings on your estate
- put up more buildings or other structures, and
- increase the size of the estate (including adding new buildings).

We have these rights even if the work we carry out reduces the light or air to your flat, or blocks or interferes with an easement belonging to it. You won't have the right to object to any such rebuilding, alteration or use even if you might have had under other circumstances.

2. **The right of support and protection for the benefit of the other flats and all other parts of**

the Building as is now enjoyed from the Flat.

We have the right for the other flats and all parts of the building to continue to be structurally supported and protected by your flat.

3. **The right at any time hereafter to install and maintain in or upon the Building television and radio receiving aerials electric entry systems or similar apparatus including self locking doors to the main entrances and passages of the Building.**

We have the right to install and maintain television and radio aerials, entry systems or similar equipment in or on the building, including self-locking doors to the main entrances and passages.

Third schedule

The corporation's expenses and outgoings and other heads of expenditure in respect of which the tenant is to pay a proportionate part by way of a service charge.

The main costs you must pay towards in your service charges

Part 1: As to the building in which the flat is situated

Costs for the building that your flat is in:

All costs charges and expenses incurred or expended or estimated to be incurred or expended by the Corporation (whether in respect of current or future years) in or about the provision of any service or the carrying out of any improvement maintenance repairs renewals reinstatements rebuilding cleansing and decoration to or in relation to the Building and in particular but without prejudice to the generality of the foregoing all such costs charges and expenses in respect of the following:-

You must pay towards our estimated costs or the costs we have already paid for providing services and doing work to improve, maintain, repair, rebuild, clean and redecorate the building. Estimated costs may relate to this year or to future years. The main types of costs are set out below.

1. **The expenses of improving maintaining repairing redecorating and renewing amending cleaning repointing painting graining varnishing whitening or colouring the Building and all parts thereof and all the appurtenances apparatus and other things thereto belonging and more particularly described in Clause 5(2) hereof.**

You must pay towards the cost of improving, maintaining, repairing, redecorating and cleaning the building and everything in it, as described in more detail in Clause 5(2).

- The cost of periodically inspecting maintaining overhauling repairing and where necessary replacing the whole of the heating and domestic hot water systems serving the Building and the lifts lift shafts and machinery therein (if any) together with the sewers drains pipes watercourses pumps conduits ducts cisterns tanks radiators valves traps and switches or other conveniences which may belong to or serve the Building.**

You must pay towards the cost of regularly inspecting, maintaining, repairing and, where necessary, replacing:

- any heating and hot-water system that serves the whole building
- lifts and lift shafts, and
- the sewers, drains, pipes, pumps, water tanks, radiators and so on, for the building.

- The cost of the gas oil electricity or other fuel required for the boiler or boilers supplying the heating and domestic hot water systems serving the Building and the electric current for operating the passenger lifts**

You must pay towards the cost of:

- gas, oil, electricity or other fuel for boilers to provide heating and hot water for the building, and
- electricity for the lifts.

- The cost of insuring and keeping insured throughout the Term the Building and all parts thereof and landlord's fixtures and fittings therein and all the appurtenances apparatus and other things thereto belonging against the insurable risks described in Clause 5(5) hereof and also against third party risks and such further or other risks (if any) by way of comprehensive insurance as the Corporation shall determine including two years' loss of rent and architects' and surveyors' fees and if the Corporation shall in its absolute discretion so insure the cost of insuring and keeping insured throughout the Term the Building and all parts thereof against the cost of making good structural defects occurring after ten years from the date hereof.**

You must pay towards the cost of insuring the building (and everything belonging to it or used in it) against:

- the risks described in Clause 5(5)
 - loss or injury to other people, as a result of an accident or negligence covered by the insurance, and
 - any other risks we may decide to insure against, including cover for architects' and surveyors' fees, losing up to two years' rent and the cost of repairing structural faults [such as subsidence] that happen 10 or more years after the date of your lease.
- The cost of employing maintaining and providing accommodation in the Building for a caretaker or caretakers (including the provision of uniforms and boiler suits).**

You must pay towards the cost of employing caretakers (including providing uniforms and boiler suits) and accommodating them in the building.

- The cost of carpeting re-carpeting or providing other floor covering decorating and lighting the passages landings staircases and other parts of the Building enjoyed or used by the Tenant in common with others and of keeping the other parts of the Building used by the Tenant in common as aforesaid and not otherwise specifically referred to in this Schedule in good repair and condition.**

You must pay towards the costs of:

- carpeting (or providing other floor coverings for), decorating and lighting the passages, landings, staircases and other parts of your building, for the use of all the residents
 - keeping in good repair and condition other parts of the building not named in this schedule, for the use of all the residents.
- All charges assessments and other outgoings (if any) payable by the Corporation in respect of all parts of the Building (other than income tax).**

You must pay towards any charges (apart from income tax) that we must pay for the building.

- The costs incurred by the Corporation in the management of the Building.**

You must pay towards our costs of managing your building.

- 9. The cost of installing maintaining repairing and renewing the television and radio receiving aerials electric entry systems or similar apparatus (if any) installed or to be installed in or on the Building and used or capable of being used by the Tenant in common as aforesaid.**

You must pay towards the costs of installing, maintaining, repairing and replacing television and radio aerials, door-entry systems or similar equipment in or on your building, which you and the other residents may use.

- 10. The cost of taking all steps deemed desirable or expedient by the Corporation for complying with making representations against or otherwise contesting the incidence of the provisions of any legislation or orders or statutory requirements thereunder concerning town planning public health highways streets drainage or other matters relating or alleged to relate to the Building for which the Tenant is not directly liable hereunder.**

You must pay towards the costs of complying with or appealing against notices relating to the laws on town planning, public health, highways, streets, drainage, or anything else relating to the building that you aren't otherwise responsible for under your lease.

Part 2: As to the estate upon which the building is situated

Costs for the estate your building is in

All costs charges and expenses incurred or expended or estimated to be incurred or expended by the Corporation (whether in respect of current or future years) in or about the provision of any service or the carrying out of any improvement maintenance repairs renewals reinstatements rebuilding cleansing and decoration to or in relation to the Estate and in particular but without prejudice to the generality of the foregoing all such costs charges and expenses in respect of the following:-

You must pay towards our estimated costs or the costs we have already paid for providing services and doing work to improve, maintain, repair, renew, clean and redecorate the estate. Estimated costs may relate to this year or to future years. The main costs are set out below.

- 1. The costs incurred by the Corporation in the management of the Estate including all fees and costs incurred in respect of the annual**

certificates and of accounts kept and audits made for the purpose thereof.

You must pay towards our costs of managing the estate, including those relating to the yearly certificates, and keeping and auditing accounts.

- 2. The cost of the expense of making repairing redecorating maintaining improving rebuilding and cleansing all ways roads pavements sewers drains pipes watercourses walls structures fences pumps conduits ducts cisterns tanks radiators valves traps switches or other conveniences which may belong to or be used for the Building in common with other premises on the Estate.**

You must pay towards the cost of constructing, repairing, maintaining, improving and cleaning all paths, roads, sewers, drains, walls, outbuildings, fences, pumps, tanks, and so on that belong to or are used by the building.

- 3. The upkeep of the gardens forecourts roadways pathways (if any) on the Estate.**

You must pay towards the cost of maintaining any gardens, forecourts, roads and paths on the estate.

- 4. The cost of installing maintaining repairing and renewing the television and radio receiving aerials (if any) installed or to be installed on the Estate and used or capable of being used by the Tenant in common as aforesaid.**

You must pay towards the costs of installing, maintaining, repairing and replacing any television and radio aerials on the estate, which you and other residents may use.

- 5. All charges assessments and other outgoings (if any) payable by the Corporation in respect of all parts of the Estate.**

You must pay towards any other charges we must pay for the estate.

- 6. The cost of insuring and keeping insured throughout the Term those parts of the Estate used or capable of being used by the Tenant in common as aforesaid and landlord's fixtures and fittings thereon and all the appurtenances apparatus and other things thereto belonging against the insurable risks described in Clause 5(5) hereof and also against third party risks and such further or other risks (if any) by way of comprehensive insurance as the Corporation**

shall determine including two years' loss of rent and architects' and surveyors' fees.

You must pay towards the cost of insuring those parts of the estate you may use, and everything else belonging to or used for the estate, against the following risks:

- those set out in clause 5(5)
- loss or injury to other people, and
- any other risk we may decide to insure against, including cover for architects' and surveyors' fees, and for the loss of two years' rent.

Fourth schedule

Terms and provisions relating to service charge

How we work out your service charges

- (a) **The amount of the Service Charge shall be ascertained and certified by a certificate (hereinafter called the "Certificate") signed by the Corporation's Director of Corporate Services annually and so soon after the end of the Corporation's financial year as may be practicable and shall relate to such year in the manner hereinafter mentioned.**

As soon as reasonably possible after the end of each financial year, we will produce a certificate (signed by the council's Director of Corporate Services) showing your total service charge for that year.

[We generally call this certificate the 'certificate of actual costs'.]

- (b) **The expression "the Corporation's financial year" shall mean the period from the 1st April in each year to the 31st March of the next year or such other annual period as the Corporation may in its discretion from time to time determine as being that in which the accounts of the Corporation either generally or relating to the Building shall be made up.**

Our financial year runs from 1 April each year to 31 March the next year (or any other yearly period we decide).

- (c) **A copy of the Certificate for each such financial year shall be supplied by the Corporation to the Tenant on written request and without charge to the Tenant.**

If you write to ask for a certificate, we will send you one. We won't charge you for this.

[We send you your certificate every year, so you won't have to write to ask.]

- (d) **The Certificate shall contain a summary of the Corporation's said expenses and outgoings incurred by the Corporation during the Corporation's financial year to which it relates together with a summary of the relevant details and figures forming the basis of the Service Charge and the Certificate (or a copy thereof duly certified by the person by whom the same was given) shall be conclusive evidence for the purposes hereof of the matters which it purports to certify.**

The certificate summarises:

- our costs as described in the above pages, for the year the certificate relates to
- the details and figures that make up your service charge.

The certificate is our official statement of the total service charge you must pay for the financial year it refers to.

- (e) **The annual amount of the Service Charge payable by the Tenant as aforesaid shall be calculated as follows:-**
- (i) by dividing the aggregate of the said expenses and outgoings incurred by the Corporation in respect of the matters set out in Part 1 of the Third Schedule hereto in the year to which the Certificate relates by the total number of bedrooms plus one room each of all the flats (excluding caretaker's accommodation if any) in the Building the repair maintenance renewal insurance or servicing whereof is charged in such calculation as aforesaid and then multiplying the resultant amount by the number of bedrooms plus one room of the Flat (hereinafter called "the building element")
 - (ii) by dividing the aggregate of the said expenses and outgoings incurred by the Corporation in respect of the matters set out in Part 2 of the Third Schedule hereto in the year to which the Certificate relates by the total number of bedrooms plus one room each of all dwelling houses on the Estate and then multiplying the resultant amount by the number of bedrooms plus one room of the Flat (hereinafter called "the estate element") and

- (iii) by adding the building element to the estate element.

We work out the service charge you must pay each year as follows.

1. We add up all the costs for your building for the year the certificate relates to. (These costs are described in the Third schedule, part 1.) We divide this by the total number of bedrooms in all the flats in the building (excluding any caretakers' accommodation) plus an extra bedroom for each flat. We then multiply the result by the number of bedrooms in your flat plus one to give your share of the costs for the building.
2. We add up all the costs for your estate for the year the certificate relates to. (These costs are described in the Third schedule, part 2.) We divide this by the total number of bedrooms in all the homes on the estate plus an extra bedroom for each home. We then multiply the result by the number of bedrooms in your flat plus one to give your share of the costs for the estate.
3. We work out your total service charge by adding your share of the costs for the building to your share of the costs for the estate.

[The reason the number of bedrooms is increased by one is because there are some bedsits. These are described as having no bedrooms, so one bedroom is added to ensure their residents pay a charge. To be fair, we add one bedroom to all other flats.]

[Rateable values

If your lease started before 1 April 1990, it says that we must work out your service charge using the rateable value of your flat, not the number of bedrooms. If this applies to you, we will work out your service charge as follows.

1. We add up all the costs for your building for the year the certificate relates to. (These costs are described in the Third schedule, part 1.) We divide this by the rateable value of all the flats in the building (excluding any caretakers' accommodation). We then multiply the result by the rateable value of your flat to give your share of the costs for the building.
2. We add up all the costs for your estate for the year the certificate relates to. (These costs are described in the Third schedule, part 2.) We divide this by the total rateable value of all the homes on the estate. We then multiply the result by the rateable value of your flat to give your share of the costs for the estate.

3. We work out your total service charge by adding your share of the costs for the building to your share of the costs for the estate.]

- (f) **The expression "the expenses and outgoings incurred by the Corporation" as hereinbefore used shall be deemed to include not only those expenses outgoings and other expenditure hereinbefore described which has been actually disbursed incurred or made by the Corporation during the year in question but also such reasonable part of all such expenses outgoings and other expenditure hereinbefore described which are of a periodically recurring nature (whether recurring by regular or irregular periods) whenever disbursed incurred or made and whether prior to the commencement of the Term or otherwise including a sum or sums of money by way of reasonable provisions for anticipated expenditure in respect thereof as the Corporation may in its discretion allocate to the year in question as being fair and reasonable in the circumstances.**

When the lease refers to the costs we must pay, and you must pay towards, these will include (where relevant):

- any costs we have actually paid or know we will have to pay for the year the service charge relates to
- a reasonable part of the costs occurring from time to time (as set out in your lease) that we have paid (even before the start of your lease) or will have to pay, and
- a reasonable amount towards work we are going to do in future.

[Examples of costs that occur from time to time include redecorating the building and replacing windows, but not improvement work. An example of a cost paid before the start of your lease is a hire charge paid in advance for a hire period that is part of the period of your lease.]

- (g) **The Tenant shall if required by the Corporation with every quarterly payment of rent reserved hereunder pay to the Corporation such sum in advance on account of the Service Charge as the Corporation shall specify at its discretion to be a fair and reasonable interim payment.**

We can decide you must pay a sum in advance every three months towards your service charges [such as the 'yearly estimated service charge']. We can ask for what we think is a fair and reasonable amount.

- (h) **As soon as it is practicable after the signature of the Certificate the Corporation shall furnish to the Tenant an account of the Service Charge payable by the Tenant for the year in question due credit being given therein for all interim payments made by the Tenant in respect of the said year and upon the furnishing of such account showing such adjustment as may be appropriate there shall be paid by the Tenant to the Corporation the amount of the Service Charge as aforesaid or any balance found payable or there shall be allowed by the Corporation to the Tenant any amount which may have been overpaid by the Tenant by way of interim payment as the case may require.**

As soon as possible after we have prepared the certificate, we will give you an account showing any service charges you owe after the payments you have already made for the year [such as those for your estimated yearly service charge]. When you receive the account, you must pay anything you still owe. If you have paid too much for that year, we will credit your service charge account [normally the credit will be offset against future service charges, but you can request a refund by cheque if it is more than £25].

- (i) **It is hereby agreed and declared that the Corporation shall not be entitled to re-enter under the provision in that behalf hereinbefore contained by reason only of non-payment by the Tenant of any such interim payment as aforesaid prior to the signature of the Certificate but nothing in this clause or these presents contained shall disable the Corporation from maintaining an action against the Tenant in respect of non-payment of any such interim payment as aforesaid notwithstanding that the Certificate had not been signed at the time of the proceedings subject nevertheless to proof in such proceedings by the Corporation that the interim payment demanded and unpaid is of a fair and reasonable amount having regard to the prospective Service Charge ultimately payable by the Tenant.**

If you fail to pay your service charges in advance when we request them, we can take you to court but we must show that the payment we asked you for is fair and reasonable. But we can't repossess your flat before we issue the certificate for that year.

- (j) **Provided always and notwithstanding anything herein contained it is agreed and declared as follows:-**

- (i) That in regard to the commencement of the Term the Service Charge shall be duly apportioned in respect of the period from the date on which the first payment of rent shall fall due hereunder to the ensuing 31st March and not in respect of the period from the date of commencement of the Term to such ensuing 31st March
- (ii) That the provisions of paragraph (h) hereof shall continue to apply notwithstanding the expiration or sooner determination of the Term but only in respect of the period down to such expiration or sooner determination of the Term.

Whatever other clauses in your lease say, the following conditions apply:

- For the first year of your lease, we will work out your service charge from the date the first payment must be made up to 31 March.
- If your lease ends before 31 March, you must still pay all the service charges you owe, in line with paragraph (h) but only up to the date your lease ends.

Fifth schedule

Restrictions and regulations

Rules you must follow

1. **The Tenant shall not store in the Flat quantities of inflammable materials or gases other than may be reasonably required for domestic use and in particular where the Building consists of two or more storeys the Tenant shall not place or keep in the Flat any quantity of inflammable materials or gases stored under pressure.**

You must not store materials or gases in your flat that catch fire easily other than a small supply needed for heating your flat for a short period. If the building has two or more floors, you must not keep any gas cylinders (containing gas or liquid under pressure) or materials that catch fire easily in your flat, at all.

2. **The Tenant shall advise the Corporation as soon as possible of any defect in the Flat.**

You must tell us as soon as possible if you become aware of any problem in your flat that could affect the structure of your flat or the building.

3. **The Tenant shall not place leave or cause to be placed or left any refuse or rubbish in any common part of the Building or the Estate and**

the Tenant shall be responsible for cleaning communal landings and passageways adjacent to the Flat.

You must not leave or agree to anyone else leaving rubbish in any part of the building or estate for all residents (except in the rubbish bins provided).

You are responsible for cleaning any landing or passage next to your flat.

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4. **The Tenant shall not park any private heavy trade or commercial motor vehicle or caravan in any garden forecourt roadway or pathway adjoining or near to the Building (save only to such extent and subject to such conditions as may be permitted by the Corporation).**

You must not park any motor vehicle or caravan in any garden, forecourt, road or path next to or near the building (unless we agree to it in writing, and then you must keep to our conditions).

-
5. **The Tenant shall comply with and be bound by any special regulations made by the Corporation relating to the use of any baggage or cycle room or store garage or parking lot which shall be published by notice affixed therein or handed to the Tenant or his agent anything left therein shall be at the Tenant's entire risk Any such use by the Tenant shall be a matter of collateral arrangement between the parties and shall not be enjoyed as of right other than that conferred by any such arrangement.**

We will allow you to use a store room, storage space, garage or parking place only if we consider there is enough space. You must have our permission in writing and follow our rules for using them. These rules will be on display or we will give them to you in writing. Anything you leave there will be at your own risk.

-
6. **The Tenant shall ensure that any domestic pet is kept under proper control.**

You must keep your pet under proper control.

-
7. **All further or other rules and regulations made at any time and from time to time by the Corporation in addition to or substitution for the foregoing rules and regulations or any of them which the Corporation may deem necessary or expedient for the safety care or cleanliness of the Building the Estate or any part thereof or for securing the comfort and convenience of all tenants in the Building or on the Estate shall**

be observed PROVIDED ALWAYS that no such further or other rules or regulations may be made hereunder which shall subject the Tenant to any unusual or unreasonable burden.

If we decide to change the rules, or introduce new ones, to help keep the building and estate safe and in good condition, or simply for everyone's benefit, you must follow these unless you can show there are good reasons why you can't.

Where the expression "the Flat" includes a garden the following additional restriction and regulations shall apply thereto:-

If your flat includes your own garden, the following rules apply:

-
8. **The Tenant shall keep the garden and all trees shrubs and hedging therein in good order and condition and properly tended fed cultivated and pruned or trimmed as appropriate and will use the same only as a garden ancillary to the residential occupation of the Flat and will replace all losses and cultivate the garden and keep the same free from weeds and keep the paths in good order and condition and free from weeds and keep the grass properly mown trimmed and rolled and will not remove or except in the proper course or cultivation and management cut or lop any trees shrubs bushes or hedging.**

You must:

- keep your garden and all its trees, shrubs and hedges tidy and in good condition, by looking after them and pruning them properly
 - use the garden only as a garden
 - replace plants where necessary
 - keep the garden free from weeds
 - maintain the paths
 - keep the grass trimmed and even
 - remove any trees, shrubs, bushes or hedges only as part of properly maintaining the garden.
9. **The Tenant shall not erect fences exceeding one metre in height and any fences erected by the Tenant shall conform to the general character of the Estate or surrounding neighbourhood.**

You must not put up fences more than one metre (39 inches) high. Any fences you put up must fit in with the rest of the estate or the surrounding neighbourhood.

10. **The Tenant shall not plant any tree shrub or other perennial plant likely to exceed two metres in height upon maturity.**

You must not plant any tree, shrub or other long-lasting plant that is likely to be more than two metres (6½ feet) high when fully grown.

11. **The Tenant shall not keep any animals or livestock in the garden nor shall the Tenant allow any animals or livestock to exercise therein other than a pet kept under proper control.**

You must not keep or allow any animals in your garden apart from a pet, which you must keep under proper control.

12. **The Tenant shall not carry out any development as defined by the Town and Country Planning Act 1990 or any statutory modification or re-enactment thereof for the time being in force nor shall the Tenant cause any building or erection to be erected in the garden other than the construction of a path or patio area with a surround or wall not exceeding 12 inches in height.**

You must not do any work in your garden that needs planning permission. You must not build anything there except for a path or patio area with a fence or wall no higher than 12 inches (30 cm).

13. **The Tenant shall not bring into the garden any motor vehicle caravan or mobile home.**

You must not take any motor vehicle, caravan or mobile home into your garden.

14. **The Tenant shall not allow any rubbish to accumulate in the garden nor light any fire or incinerator nor keep any compost unit or other device likely to cause a nuisance or annoyance to any adjoining or neighbouring tenants or occupiers.**

You must not:

- allow any rubbish to build up in the garden
- light any fire or burner in your garden, or
- keep any compost bin or other equipment in the garden that may be a nuisance to your neighbours.

The last page of your lease is signed by the leaseholder(s) who bought the flat from us, and an independent witness.

Glossary

Actual cost

The money we have actually spent on a service or work to your building or estate. We take the figures from our end-of-year accounts (produced after 31

March each year) to work out the actual cost. The certificate lists the actual costs that make up your service charge. The lease refers to the actual costs in the Third schedule, Parts 1 and 2 (pages 23 and 25) as the "costs we have already paid" and in the Fourth schedule (f) (page 28) as the "costs we have actually paid".

See also 'Certificate (of actual costs)', 'Cost' and 'Estimated service charge'.

Advance payment

Money you must pay before we issue the certificate (see Clause 3, page 10, and the Fourth schedule, paragraph (g), page 28). The Fourth schedule, paragraph (f) says the costs we charge you can include amounts we expect to pay in future).

See also 'Interim payment'.

Alterations

You can change something inside your flat only with our written permission (we issue a licence). This refers in particular to structural works arising from refurbishments or improvements you want to make. The lease says you aren't allowed to change anything on the outside of your flat.

Antisocial behaviour

The lease says that you must not cause a nuisance to other people living in the building. This is now often called 'antisocial behaviour'.

If you suffer as a result of other people's antisocial behaviour, you should report it to the Tenancy Management Team.

Bedrooms

In leases for properties sold after the 1 April 1990, the number of bedrooms (plus one) is used to work out the leaseholder's share of the costs (in their service charges).

Building

The building that contains your flat. It is shown on a plan that is part of your lease.

Certificate (of actual costs)

The name of our official statement showing your total service charge for the last financial year. It contains a summary of the actual costs that make up your service charge. The lease explains all this in the Fourth schedule (see page 26).

The certificate shows the ways we work out the costs in your service charge. It may also include actual costs relating to major work in a previous year (but that were invoiced during the year of the certificate).

We send it to you not more than six months after the end of the last financial year. We often refer to this as 'the Actual'

See also 'Service charge'.

Communal area

A part of the building or estate that all the residents may use – for example, the main hallway, stairs, lifts, paths and forecourt.

Cost

An amount we have spent or that we estimate we will spend in future on work or services (Third schedule, page 23) and the Fourth schedule (f), page 28).

Covenant

A legal agreement under which someone promises to do or not to do something.

The lease often uses this word to mean a particular responsibility or duty. It may also say that you 'covenant' to do something, which means you agree to do it.

Deed

A legal document containing a contract (that is, a legal agreement).

Deed of covenant

If you sell your property, you must tell the buyer that they must sign an agreement, usually called a deed of covenant. By signing it, they promise to follow all the conditions of the lease (Clause 4(23) – page 16).

Demised premises

Your flat and the garden (if you have one) we have sold under the Right to Buy. These are described in your lease under the 'Particulars' and are outlined on the plans included in your lease.

Easement right

A right to cross or otherwise use someone else's land for particular purposes. An easement right goes with a property. An example is the right to pass underground services (water, drains, gas, electricity, phone, TV cables and so on) to your flat under your neighbours' land. Another example is the right to have your flat structurally supported by other flats.

Estate

The area around your building, (that all residents may use). It is shown on a plan that is part of your lease. The estate may include a number of buildings or blocks of flats.

Estimated Service Charge ('The Estimate')

The cost of a service charge we have worked out in advance. (See the Third schedule, Parts 1 and 2, pages 24 and 25. These refer to "our estimated costs".) We often call the invoice 'the Estimate'. You must pay it by instalments in advance.

The lease gives us the right to ask you to pay the estimated cost of works or services before we know the final cost (see Clause 3, page 10, which refers to advance payments; and the Fourth schedule, paragraph (f), page 28, which says the costs we charge you can include amounts we expect to pay in future). It is for this reason we always send you an estimated yearly service charge at the start of the financial year. We usually work it out from the costs we paid in the previous year, plus inflation.

We may also send you an estimated invoice for major work or for painting the outside of the building. We will send you this shortly before the work is due to start. We will ask you to pay by instalments.

We will inform you of the actual cost (in the certificate). If the actual cost is more than the estimate, you must pay us the difference. If the actual cost is less than the estimate, we will credit your account.

Financial year

The council's financial year runs from 1 April to 31 March. All our yearly accounts are for this period.

Fixtures and fittings

These include any permanent fittings such as sinks, washbasins, baths, toilets, fitted kitchens, bathrooms, door handles and so on in your flat.

Fixtures and fittings in the building refer to light fittings, switches, door handles and so on.

Flat

The lease refers to your property as "the flat" (even if it is a maisonette). It is shown on a plan that is part of your lease.

Forfeiture

If you don't meet the conditions of your lease, we may apply to the courts to end your lease and repossess your flat. This is called forfeiture.

Freehold

Owning land or property and having the legal right to manage it and charge others for using it.

Ground rent

An amount of £10 you must pay every year, fixed by law. See also 'Rent'.

Improvement

Major work that provides a completely new facility – for example, if we decide to provide a controlled-entry system where there wasn't one before.

We don't count uPVC double glazing as an improvement since it costs little more than replacing like with like and requires hardly any maintenance.

See also page 6 and 'Alterations' on page 7.

Interim payment

Payment required before we issue the final accounts – the lease often refers to this as an 'interim payment' (the Fourth schedule, paragraphs (g), (h) and (i) – see pages 28 and 29).

Landlord

Haringey Council is your landlord. It is generally the freeholder. We (Homes for Haringey) are a non-profit company that manages and maintains the council's housing and carries out its responsibilities under your lease.

Land Registry

Government agency that holds records of the ownership of all registered properties in England and Wales.

Lease

The contract between you (the leaseholder) and the council (the landlord). It sets out the council's and your rights and responsibilities. Plans in your lease show your flat, the building it is in and the estate it is on. The lease also explains how we must work out your service charges. We give a lot of general information about the lease in the introduction starting on page 2.

Leaseholder

Someone who has the right to own their flat (so long as they keep to the conditions of their lease). They (or their lender) will have a copy of the lease and there will usually be a record in the Land Registry to say they own the property.

Major work

If we carry out any major work to your building or estate, we will send you a separate invoice for the cost. It will be part of your yearly service charges. This means that when the final account (or 'actual account') is issued for the work, the amount is included in your Certificate for that year.

Mortgage

A loan secured on a property. It is recorded against the property in the Land Registry.

Notice of charge

This is the name of the notice you must send us within one month if you take out a mortgage or loan on your property (Clause 4(24) – page 16).

Notice of transfer

This is the name of the notice you must send us within one month if you sell or give your property to someone else (Clause 4(24) – page 16).

Nuisance

The lease uses this word when it says you must not disturb or annoy someone else, or do anything likely to cause damage (Clause 4(17), page 15).

It also uses this word in a rather different way, with a more specialised, legal meaning. In law, a nuisance is when someone's use and enjoyment of their land (or property) is or is likely to be spoilt by something specific in another property (for example a dangerous gas appliance). This is referred to in Clause 4(4), page 12.

See also 'Antisocial behaviour'.

Particulars

A part of your lease that gives some of the main details relating to your flat. These include the flat number, the name of the building and estate (if there is one), the number of bedrooms or rateable value of your flat, the date and length of the lease, and the names of the landlord and first leaseholder.

Plans

Plans are included in your lease to show the flat, the building and the estate. They will also show your own garden if you have one.

Rateable value

In leases for properties sold before 1 April 1990, the rateable values are referred to for working out your share of the costs (in your service charges).

This is because before 1990, the council used the system of rates to raise money for local services. The government worked out each property's rateable value from how much it would cost to rent the property.

Rent

Payment under an agreement for the use of land or property. The lease defines service charges as a type of rent (page 11, Clause 4(2)).

See also 'Ground rent' and 'Service charge'.

Resident

Someone who lives in the building or in a building on the estate.

Right to Buy

The statutory right of a council tenant to buy their flat from the council at a reduced price (that is at a discount).

Section 146 notice

If you don't keep to the lease, we can send you a notice under section 146 of the Law of Property Act 1925, following a decision by a court or the Leasehold Valuation Tribunal. The notice must say:

- which condition of the lease you have broken
- what you must do to put things right
- how much compensation you must pay to meet our costs.

If you don't put things right and pay everything you owe within a set period of time, we have the right to ask the court to repossess your property.

Service charge

The lease says the service charge is the total amount you must pay each year towards the costs of the works and services we provided to your building and estate (see Clause 4(2) page 11).

The lease also refers to these costs as 'further and additional rent' (see Clause 3 and Clause 4(2) on pages 10 and 11).

The certificate of actual costs is our official statement of your total service charge for the year the certificate relates to. (The lease explains the certificate in the Fourth schedule – see pages 26 to 29.)

The term 'service charges' is often used in a general way to refer to the costs leaseholders must pay towards in their yearly service charge.

You will usually receive several invoices each year, one for your yearly estimate and another with your yearly certificate of actual costs. You will also sometimes receive an invoice for major work. These invoices may be referred to as your 'service charges'. The certificate lists the actual costs for the last financial year that you are asked to pay towards.

Statutory right

A legal right under an Act of Parliament. There are a number of Acts of Parliament that cover leasehold matters – the Leaseholders' Charter covers the main points.

Structural fault

A defect in the way the building was constructed that is likely to affect the use of the building. Subsidence damage is covered by the insurance policy (apart from the first £1,000). But you won't be covered for subsidence if we told you about it before we sold you the property (under the Right to Buy).

Sublet

To rent your property (or part of it) to someone else.

Tenant

Someone who pays rent or service charges to a landlord and so has the right to live in a property. In law, a leaseholder is a type of tenant.

Tenancy agreement

If you sublet your property, you must have a written agreement with your tenants. A part of this agreement must include all the conditions of your lease. This means that if your tenant breaks the conditions, you will have a good legal reason to tell them to leave. Also, you must include these conditions in the tenancy agreement because Clause 4(23) of your lease requires you to do this (see page 16).

Term

The length of your lease (up to 125 years). You will have the right to renew your lease.

Underlease

The lease of a property granted by a leaseholder to their tenant for a number of years.

Underlet

To provide an underlease.

Work

The word 'work' isn't used in the lease itself. It is used

in Acts of Parliament and we often use it to refer to building maintenance, repairs or improvements. The work we charge you for always involves repairs or improvements to the structure, fabric or outer surfaces of the building or the estate. It is concerned with those parts that are for all residents.

It may be the structure or surfaces of the roofs, walls, doors, windows, stairs, paths, lights, fences and so on. It includes cleaning, repairing, painting, replacing windows and doors.

We also do a lot of work inside our tenants' flats, but you don't have to pay anything towards this.

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