

## AGREEMENT

### LANDLORD INCENTIVE SCHEME

**[DATE]**

#### 1.0 PARTIES

1.1. ISLE OF WIGHT COUNCIL of County Hall, High Street, Newport, Isle of Wight, PO30 1UD (“the Council”)

1.2. **[Landlord Name]** of **[Landlord Address]** (“the Landlord”)

#### 2.0 DEFINITIONS

2.1. “Tenancy” means the tenancy granted to the Tenant of the property

2.2. “the Council” means Isle of Wight Council and/or any agent it may commission to run the scheme

2.3. “the Agent” means the individual or firm appointed by the Council to manage the property on their behalf

2.4. “the Landlord” means the person immediately expectant upon the reversion on the expiry of the term of the Tenancy or any agent acting on their behalf of that person

2.5. “the Tenant” means the person in occupation of the Property consequent upon an introduction by the Council and succeeding occupiers of the Property nominated by the Council

2.6. “Property” means the property demised by the Tenancy as detailed in Schedule 1

2.7. “Rent” means the rent reserved in the Tenancy due from the Tenant for the tenancy of the property

2.8. “the Landlord Incentive Scheme” means the Council’s package of assistance available to those categories of client set out therein designed to assist in preventing homelessness on the Isle of Wight

#### 3.0 INTERPRETATION

3.1. In this document the masculine shall include the feminine and the singular shall include the plural and vice versa

- 3.2. The Clauses and Paragraph Headings set out in this document shall not be construed as being part of the document in its interpretation and are provided merely for guidance

#### 4.0 **OBJECTIVES**

- 4.1. The Council is entering in to this Agreement to encourage and facilitate private sector Landlords to grant tenancies of property direct to those tenants nominated by the Council under its statutory duty by virtue of the Housing Act 1996 (as amended).
- 4.2. The Landlord has agreed to provide the Property described in Schedule 1 to the Tenant in consideration of the Council's obligations detailed in this Agreement.
- 4.3. The Council reserves the right to appoint an Agent to manage the Agreement on its behalf and the obligations of the Council contained herein may at its discretion be exercised by the Agent. The Agent can, in their own right enforce all terms of this Agreement in so far as it relates to the obligations of the Landlord by virtue of the Contracts (Rights of Third Parties) Act 1999 excluding the right of termination in accordance with clause 9.3. The written consent of the Council will be required prior to the Agent taking any steps to terminate the Agreement.

#### 5.0 **COMMENCEMENT AND DURATION**

The date of this Agreement will be co-commensurate with the date of the initial Tenancy, it is possible that one or more tenancy agreements may be entered in to during the course of this Agreement. The Agreement shall continue in force for 3 years or until it is determined in accordance with Clause 8.3 hereof

#### 6.0 **OBLIGATIONS OF THE COUNCIL**

In consideration of the grant of the Tenancy and the obligations on the part of the Landlord the Council shall

- 6.1. On behalf of the Tenant provide to the Landlord a rent guarantee for the life of the Tenancy or the end of the Council's agreement with the Landlord (whichever ends first). The payment of rent in accordance with this clause will only commence when the Tenant is two months in arrears. If the Landlord receives payment towards the arrears from the Tenant or from any other source excluding the Council these sums will be directly payable to the Council to repay any sums that have been paid out by the Council in accordance with this clause.
- 6.2. Act as guarantor to the Landlord that the Tenant will perform his obligations under the Tenancy for the duration of the Agreement subject to the

Landlord complying with his covenants obligations and other provisions contained in the Tenancy

- 6.3. Observe the rental obligations of the Tenancy during any period that the Property is not occupied by the Tenant
- 6.4. Observe the Council Tax obligation for the Property after 1 month of any period that the Property is not occupied. The payment of Council Tax in accordance with this clause will only commence when the Council has been unable to identify a Tenant for the Property or the Landlord is undertaking repairs that they could not reasonably complete within the 1 month.
- 6.5. Tenant is two months in arrears. If the Landlord receives payment towards the arrears from the Tenant or from any other source excluding the Council these sums will be directly payable to the Council to repay any sums that have been paid out by the Council in accordance with this clause.
- 6.6. At the commencement of the term of each new Tenancy the Council shall agree the Schedule of Condition and Inventory with the Landlord.
- 6.7. At the end of the term of the Tenancy the Council shall discharge all reasonable costs and charges for any reinstatement works to the Property and for the replacement of any items missing from the inventory due to the failure on the part of the Tenant to meet his liabilities under the terms of the Tenancy (fair wear and tear excepted) to a maximum sum of £2000
- 6.8. At the end of the term of this agreement, at the Council's sole discretion, the Council may make a payment to the Landlord equivalent to one months rent (as at the date that payment of the deposit is made) as a deposit for the Tenant then in occupation of the property on the understanding that the Tenant will continue to occupy the Property under a private agreement with the Landlord. The deposit will be repayable to the Tenant (subject to any lawful deductions) at the end of the term of this tenancy. The Landlord confirms that he will hold the deposit in accordance with a tenancy deposit protection scheme and will provide the Tenant with details of the same in accordance with said scheme.

## 7.0 **OBLIGATIONS OF THE LANDLORD**

In consideration of the observance and performance of the obligations on the part of the Council the landlord shall

- 7.1. Grant the Tenancy to the Tenant and subject to the Council discharging its obligations under this Agreement the Landlord shall observe and perform his covenants obligations and other provisions on his part as set out in the Tenancy
- 7.2. In the event that the Property shall be mortgaged or subject to any other incumbrance which should affect the letting of the Property by the Landlord

under this Agreement the Landlord shall obtain the consent of any mortgagee or other incumbrancer in respect of the Agreement and indemnify and keep indemnified the Council against all costs claims actions liabilities demands expenses and professional fees whatsoever and howsoever incurred in respect of any breach or non-observance of this obligation on the part of the Landlord

- 7.3. Use all reasonable endeavours to ensure that the Tenant complies with his obligations under the Tenancy including a review of the Property after each new Tenant has been in the Property for 1 month and 3 monthly reviews thereafter to determine the condition of the Property. The Landlord shall immediately notify the Council if the Tenant is allowing the Property to deteriorate in to a state of disrepair and shall make copies of inspection reports available to the Council upon request.
- 7.4. Throughout the term of the Agreement comply with the reasonable requests of the Council or their Agent for the operation and performance of the Tenancy and in particular
  - 7.4.1 Shall notify the Council of any damage of the Property or required repairs which are the responsibility of the Tenant and which after four weeks of notification of want of repair by the Landlord to the Tenant have not been satisfactorily dealt with
  - 7.4.2 Shall permit the Council access from time to time to the Property for the purpose of carrying out inspections to ensure that the Tenant is complying with his obligations under the terms of the Tenancy
- 7.5. Notify the Council if the rent due under the Tenancy is one week in arrears
- 7.6. Not increase the rent of the Property without the prior agreement of the Council and not more frequently than annually
- 7.7. Not increase the rent under 7.6 to more than £50 above the current Local Housing Allowance for the Property size.
- 7.8. Reduce the rent to meet 7.7 if the Tenant's claim for Local Housing Allowance has been reduced upon renewal due to reduction in the Broad Market Rental Area value for the property size.
- 7.9. Accept the payment of Housing Benefit (if applicable) direct from the Council
- 7.10. On the instructions of the Council take all reasonable steps to terminate the Tenant's occupation of the Property if the Tenant is in breach of the terms of the Tenancy to include service of a Section 8 notice if there are rental arrears. The Council will pay the Court fees (excluding legal costs) if the Council requests that the Landlord commences possession proceedings to recover possession of the Property.

- 7.11. Obtain prior written consent from the Council or the Agent before serving a notice seeking possession on the Tenant.
- 7.12. Notify the Council or Agent immediately if the Landlord had received notice from the Tenant of his intention to vacate the Property or the Landlord becomes aware that the Tenant has vacated the Property
- 7.13. Provide the Council or Agent with copies of the electrical and gas safety certificates in relation to the Property before and during the duration of this Agreement
- 7.14. Supply the Council or Agent a copy of the Tenancy within one week of the commencement
- 7.15. Maintain an adequate level of building and property owner's insurance cover in relation to the Property
- 7.16. Maintain adequate rent accounts in relation to the Tenant and Property and provide copies of the same to the Council or the Agent should they be requested.
- 7.17. Obtain an Energy Performance Certificate in respect of the Property and provide a copy of the same to the Council or Agent.

## 8.0 **PROVISOS**

### 8.1. Assignment

This Agreement is personal to the parties and none of the parties to this Agreement may assign the benefit of this Agreement to a third party

### 8.2. Disputes

In the event that any dispute shall arise between the parties (other than which may give rise to termination in clause 8.3 below) the dispute be dealt with in the following manner

8.2.1 In the first instance the party aggrieved shall if any attempt to remedy the dispute between the parties directly affected has failed serve written notice upon the other party giving details of the dispute in question requiring that the matter be referred to the Deputy Director of Community Services of the Council ("the First Arbiter")

8.2.2 The First Arbiter shall be required to make contact with the other party in order to resolve the dispute

- 8.2.3 The party aggrieved may following the failure to resolve the dispute by the First Arbiter require the matter to be referred to the Director of Community Services of the Council
- 8.2.4 The party aggrieved may following the failure to resolve the dispute by the First Arbiter or the Director of Community Services of the Council require that the matter be referred to a single arbitrator by giving written notice (“the Arbitration Notice”) to the other party asking them to agree on the appointment of a single arbitrator and for the referral of the matter to arbitration within 14 days of the Arbitration Notice
- 8.2.5 Any award by the Arbitrator shall be the final and binding upon the parties but this is not intended to prevent any of the parties exercising their rights under English Law

### 8.3. **Termination**

- 8.3.1 The Council may terminate this Agreement by three months notice –
- 8.3.1.(a) If the Landlord is in breach of the terms of this Agreement or the Tenancy and in that event the Landlord must refund to the Council an apportioned amount of the consideration noted in clause 6.1 hereof in relation to the remainder of the year of the term of the Agreement
- 8.3.1.(b) If the Landlord is deemed by the Council not to be a suitable person to let properties to their appointed Tenants
- 8.3.1.(c) If there is any change in legislation or in the event that the Consent of the Department of Communities and Local Government is withdrawn or ceases to apply for schemes of this nature which renders the Agreement void then the Council shall be entitled to terminate this Agreement by giving written notice to the other party
- 8.3.2 The Council may terminate this Agreement forthwith if the Landlord fails to comply with clauses 7.3, 7.4, 7.4.1, 7.4.2, 7.5, 7.6, 7.7, 7.8, 7.9, 7.10, 7.11, 7.12, 7.13, 7.15 and 7.16 hereof
- 8.3.3 The Landlord shall be entitled to terminate this Agreement on three months notice –
- 8.3.3.(a) If he is genuinely intending to dispose of the freehold of the Property and in any event shall refund to the Council an apportioned amount of consideration noted in clause 6.1 hereof in relation to the remainder of the year of the term of the Agreement

8.3.3.(b) If it becomes a requirement of any mortgagee of the property or anyone with a charge on the property reasonably requiring possession of the property

8.3.4 In the event that this Agreement is terminated for the reasons set out in clauses 8.3.1, 8.3.2 and 8.3.3 then this Agreement is terminated without prejudice to any other right or remedy of the parties

8.4. **Jurisdiction**

The parties to this Agreement agree to submit to the jurisdiction of the English Courts of Law

8.5. **Notices**

Any Notice required to be served upon the Council shall be deemed to be served if sent by First Class Recorded Delivery post addressed to the Chief Executive of the Council at the address stipulated in this Agreement

Any Notice required to be served upon the Landlord shall be deemed to be served likewise if addressed to the Landlord at the Address stipulated in this Agreement or last notified to the Council

All Notices shall be deemed to have been received by the recipient if served in the above manner the day following the posting

SIGNED..... DATE.....  
For and on the behalf of the Isle of Wight Council

SIGNED..... DATE.....  
For and on behalf of the Landlord

**SCHEDULE 1**

The Property referred to in this Agreement being [Property Address]