

GREENWICH HOSPITAL

TENANCY AGREEMENT

Location:

Name of Tenant:

Address:

**Tenancy
Commencement Date:**

SAMPLE

INTRODUCTION

1. Greenwich Court, Greenwich Place and Trafalgar Quarters are owned by Greenwich Hospital which is a Crown body established for charitable purposes administered by the Secretary of State for Defence.
2. Greenwich Court, Greenwich Place and Trafalgar Quarters provide sheltered accommodation for elderly seamen and their wives or widows. They are managed on behalf of the Director of Greenwich Hospital by the Church of England Soldiers' Sailors' & Airmen's Clubs (CESSAC). CESSAC's address is:
1 Shakespeare Terrace
126 High Street
Portsmouth
Hampshire
PO1 2RH
(Telephone: 023 9282 9319)
3. As a Crown body, Greenwich Hospital's tenancies are not assured tenancies. Nevertheless, Greenwich Hospital is pleased to have earned a reputation as a considerate landlord who, as far as is legally practicable to do so, will act within the spirit of the Housing Act 1988, and any further legislation, in relation to the tenancies they grant. The provisions of the Protection from Eviction Act 1977 will apply to your tenancy. This means that possession of premises cannot be recovered without a Court Order.
4. Greenwich Hospital requires its tenants to be in need of sheltered accommodation as his/her/their only or main residence for the majority of the year rather than as a second home.

TENANCY AGREEMENT

1.00 GENERAL TERMS

1.01 This Agreement is dated:

THE PARTIES to this Agreement are:

THE LANDLORD: THE SECRETARY OF STATE FOR DEFENCE acting in execution of the Greenwich Hospital Acts 1865 to 1996 and the Defence (Transfer of Functions) Act 1964 whose address is Greenwich Hospital, 3rd Floor, 1-2 Bolt Court, London, EC4A 3DQ

The Landlord shall include the Landlord's successors in title and assigns.

THE TENANT:

In this Agreement the expression “the Tenant” means each of the above persons if more than one is named.

1.02 The Premises to which this agreement relates:

.....

In this Agreement the expression “the Premises” is used to refer to the above flat and includes also the Landlord’s fixtures and fittings in the premises such as the plumbing, wiring, light fittings, fitted cupboards, bathroom furniture and other items of this nature.

1.03 In this Agreement “the Building” means the entire complex, i.e. Greenwich Court, Greenwich Place or Trafalgar Quarters.

1.04 The Tenant by signing this Agreement AGREES to be Greenwich Hospital’s monthly Tenant of the Premises:

From _____ on the terms set out in this Agreement.

1.05 Rent

The monthly BASIC RENT which the tenant is to pay is:	£	p
The monthly FIXED SERVICE CHARGE which the Tenant is to pay is: (service charge schedule attached). This includes:	£	p
Water and sewerage (where applicable)	£	p
Heat and hot water	£	p
The RENT (BASIC RENT and FIXED SERVICE CHARGE) is:	£	p

The Rent is to be paid to the Landlord on the First day of each month in advance.

By arrangement with the Landlord, if the Tenant wishes, the Rent may be paid monthly in advance by banker’s standing order payment.

Note: The Rent may increase or decrease in accordance with Clause 5.02 below.

2.00 THE TENANT’S RESPONSIBILITIES IN CONNECTION WITH THE PREMISES

2.01 Possession

To take possession of the Premises at the commencement of the tenancy and not to part with possession of the Premises or sub-let the whole or any part of it.

2.02 Rent

To pay the Rent monthly in advance in the manner set out above.

2.03 Unpaid Rent

If the Rent or any other payment due from the Tenant under this Agreement shall be unpaid for fourteen days after becoming due the Tenant is to pay interest upon any such sum at the rate of 4% above the base rate of Lloyds Bank PLC for the period from the date upon which the relevant sum(s) become due up to the date of payment.

2.04 Service Charge

To pay the Fixed Service Charge monthly in advance in the manner set out above.

2.05 Unpaid Service Charge

If the Service Charge or any other payment due from the Tenant under this Agreement shall be unpaid for fourteen days after becoming due the Tenant is to pay interest upon any such sum at the rate of 4% above the base rate of Lloyds Bank PLD for the period from the date upon which the relevant sum(s) become due up to the date of payment.

2.06 Heat and Hot Water Costs

To pay the Heat and Hot Water Service Charge costs monthly in advance in the manner set out above.

2.07 Council Tax

To pay all Council Tax and other rates, taxes, duties, assessments, impositions and outgoings which are now or which may at any time be payable in respect of the Premises.

2.08 Electricity, Telephone and Internet

To pay all charges for electric light and power which shall be consumed on or supplied to the Premises (including all fixed and standing charges) during the tenancy and the amount of all charges made for the use of telephone and internet services in the Premises (including rental) during the tenancy or a proper proportion of the amount of such charges according to the duration of the tenancy.

2.09 To inform the Landlord or the Landlord's Agents if the electricity supply is transferred to an alternative provider.

2.10 To arrange at the commencement of the Tenancy, for Council Tax, gas, electricity, water services, telephone (if applicable) and any other services to be transferred into the Tenant's name and to pay for any transfer charge applicable.

2.11 Use of Premises

To use the Premises as the only or main residence of the Tenant (and their spouse or partner) only. Tenants must also be in need of sheltered accommodation. If breached, the Greenwich Hospital reserve the right to instigate steps to repossess the property. No part of the Premises is to be used for any business purpose or as a workshop for the purposes of trade or for any illegal or immoral purpose.

2.12 Use of Shared Facilities

To keep shared facilities such as the laundry equipment, communal kitchen equipment and bath and shower rooms clean and tidy after use.

2.13 Assignment

Not to assign this Agreement to any person or to underlet or part with the Premises.

2.14 Not to share the possession or occupation of the Premises except with the prior written consent of the Landlord or the Landlord's Agents.

2.15 Sub-letting

Not to grant a sub-tenancy of the Premises or any part of the Premises.

2.16 Lodgers

Not to take in lodgers or paying guests.

2.17 Overcrowding

Not to allow more than *[insert number here]* persons to reside at the Premises that would constitute overcrowding.

2.18 Absence from Premises

To inform the Landlord or the Landlord's Agents in writing and if possible in advance, if the Tenant is, or expects to be, absent from the Premises for 72 hours or more.

2.19 Communal Responsibilities

To be responsible for the behaviour of everyone living in or visiting the Premises (including children and pets). This applies when they are in the Premises and in communal areas inside and outside the Building.

2.20 Not to use the communal areas for anything they are not supposed to be used for. Not to damage any communal passageways, hallways and staircases, their décor,

appearance or structure, fittings and fixtures, either in the internal or external areas of the Building.

- 2.21 Not to block or create a health & safety risk or obstruction by leaving rubbish, dangerous materials or personal belongings in any communal area in the internal or external areas of the Building. If the Landlord or the Landlord's Agents have to remove items belonging to the Tenant, the Tenant will have to pay the Landlord's costs for doing so, within 28 days.
- 2.22 Not to smoke or vape (and to ensure that no one living in or visiting the Premises smokes or vapes) in any enclosed or designated non-smoking communal areas.
- 2.23 To close security or shared doors and not give out any keys or passcodes to entry doors.
- 2.24 Not to tamper with or damage (and to ensure that no one living or visiting the Premises (including any children and pets) tampers with or damages) safety equipment such as fire or smoke alarms, door-entry-systems, security gates and CCTV systems.
- 2.25 **Nuisance**
Not to cause or allow members of your household or visitors to cause, a nuisance, annoyance or inconvenience to a person residing, visiting or otherwise engaged in lawful activity in the locality. This behaviour includes but is not limited to intimidating behaviour; abusive language; threatening behaviour; shouting and slamming doors; excessive bird feeding; and rubbish dumping.
- 2.26 **Noise**
Not to play any radio, television, record or tape recording or musical instrument, or allow any other type of noise so loudly that it causes a nuisance or annoyance to the neighbours, the neighbourhood or can be heard outside the Premises at any time of the day or night.
- 2.27 **Racial and other Harassment and Anti-Social Behaviour**
Neither to commit, nor to allow members of your household or invited visitors to commit, any harassment, or threat of harassment, on the grounds of race, colour, religion, sex, sexual orientation or disability that may interfere with the peace and comfort of, or cause offence to any person residing, visiting or otherwise engaged in lawful activity in the neighbourhood.
- 2.28 Not to behave (and to ensure that no one living in or visiting the Premises behaves) in an anti-social way to any person residing, visiting or otherwise engaged in lawful activity in the neighbourhood. This behaviour includes but is not limited to using violence or threats of towards any person; engaging in criminal activity; using or dealing drugs; being drunk and disorderly, using abusive language and offensive behaviour; committing

domestic abuse; damaging or threatening to damage property; or conducting abusive or threatening telephone calls.

2.29 Safety

Not to (and to ensure that no one living in or visiting the Premises does) install or use room and space heating equipment that uses liquid fuel or gas or which has open electric elements, e.g. portable oil or paraffin heaters, in the Premises; store gas canisters or bottles or any dangerous, flammable or explosive materials in the Premises (except oxygen needed for medical reasons or items for domestic use);

Not to interfere with or damage any fire-safety equipment in your home or communal areas; jam open door-entry-system doors or protected-access-doors or fire doors; tamper with the supply of electricity or water, or with any other service, meters, hard-wire smoke detectors or warden call equipment that are installed in the Premises.

2.30 Oxygen

Not to smoke in a flat when bottled oxygen is kept in that flat.

2.31 Pets

Not to keep or allow animals at the Premises except fish or caged birds (unless it is a registered Assistance Dog). You are required to notify us in advance of any need for a registered Assistance Dog, or any change in your requirement for an assistance dog.

2.32 To ensure that any pets visiting the Premises are kept under proper control at all times and not to allow them to cause any nuisance to other residents, staff or other visitors or to foul any areas (common or otherwise) within the scheme.

2.33 Insurance

Not to do anything which may cause the Landlord's insurance cover for the Building to be adversely affected.

2.34 Repair and Internal Decoration

To keep the interior of the Premises in a good and tenantable state of repair and condition and in good decorative order.

2.35 Damage

To make good any damage to the Premises or its fixtures and fittings or to the common parts and any shared facilities caused by the Tenant or any other visitor to the Premises except for fair wear and tear and to pay any costs incurred by the Landlord carrying out such works if the Tenant fails to do so.

2.36 **Reporting Disrepair**

To report to the Landlord's Agent promptly any disrepair or defect for which the Landlord is responsible in the structure or exterior of the Premises or in any installation therein or in the common parts.

2.37 **Access**

To allow the Landlord's or Landlord's Agent's employees or contractors access at all reasonable hours and subject to reasonable notice to inspect the condition of the Premises or to carry out repairs or other works to the Premises or adjoining property. Normally at least twenty-four hours' notice would be given before such access is sought, but immediate access may be necessary in an emergency.

2.38 To allow the Fire Service access to carry out their fire risk assessment of the Premises when required.

2.39 Not to smoke or allow smoking in the Premises when the Landlord's or Landlord Agent's employees, contractors or agents are present, and to allow the Landlord's or Landlord's Agent's employees, contractors or agents to ventilate a room if smoke is present.

2.40 **Interference with Construction**

Not to alter, add to or in any way interfere with the construction or arrangement of the Premises nor to make any alterations in the interior or exterior appearance thereof.

2.41 **Pests**

To keep the Premises free of pests and to tell the Landlord, or the Landlord's Agent immediately if the Premises become infested in any way.

2.42 **Redecoration**

Not to carry out any redecoration of the Premises or any part thereof without the previous consent in writing of the Landlord or the Landlord's Agents.

2.43 **Parking – Vehicles and Access**

Not to block local roadways and other vehicular access, and to keep them and car parking spaces, clear of unroadworthy vehicles and other obstructions.

2.44 Not to park any motor vehicle, caravan, motor-home, trailer or other wheeled vehicle if it is in an unroadworthy-condition, but to keep any vehicle taxed and insured unless it has the statutory off-road notification (SORN).

2.45 Not to keep battery-powered mobility scooters or e-vehicles in communal areas or corridors other than in designated storage locations.

2.46 **Notices**

Not to place or exhibit any notice board or notice on any part of the Building without the approval of the Landlord or the Landlord's Agents.

2.47 To forward to the Landlord or the Landlord's Agents a copy of any notices received by the Tenant which relate to the Premises.

2.48 **Security**

Where the Premises are left unattended fasten securely all locks and bolts fitted to doors and windows in the Premises and during the winter months to take adequate precautions to avoid damage by freezing.

2.49 **Illegal Use**

Not to use the Premises or any part thereof for any illegal or immoral purposes nor for any sale by auction nor any public meetings for religious or political or any other purposes.

2.50 **Offensive and Dangerous Goods**

Not to keep any offensive or dangerous goods, provisions or materials on the Premises.

2.51 **Intending Tenants Viewing**

To allow intending tenants to view the Premises upon prior notice and at all reasonable hours of the day during the last four weeks of the tenancy upon production of an order to view from the Landlord or the Landlord's Agents.

2.52 **Observation of Regulations**

To observe any regulations made from time to time by the Landlord (or by the Landlord's Agents) for the safe and orderly use of the Building and the Common Parts and any shared facilities provided that in the case of any inconsistency the terms of this Agreement shall prevail.

2.53 **Ending the Tenancy**

To give the Landlord or the Landlord's Agents at least one calendar month's written notice of the date upon which the Tenant wishes to terminate the tenancy.

2.54 **Moving Out**

At the end of the tenancy, to give the Landlord or the Landlord's Agents vacant possession of the Premises, to return the keys of the Premises; remove all furniture, (including carpets) personal possessions and rubbish so as to leave the Premises and the

landlord's fixtures and fittings in good and tenable repair and condition in accordance with the Tenant's obligations in this Agreement.

- 2.55 In the event of failure to comply with clause 2.51 above, the Landlord or the Landlord's Agents will arrange for the disposal of rubbish, the cleaning of, and otherwise making the Premises lettable again and may charge the Tenant for its reasonable costs of doing so.
- 2.56 The Landlord or the Landlord's Agents will not accept any responsibility for anything left by the Tenant in the Premises.
- 2.57 The keys to the Premises should be returned to the Landlord or the Landlord's Agents by no later than noon on the day following the end of the Notice period (or such other date as is agreed). If keys are returned after this time, additional daily use and occupation charges will be charged (based on the Rent).
- 2.58 If the Premises are vacated prior to the end of the Notice period, the Tenant will remain responsible for the payment of Rent until the end of the Notice period, other than by prior (exceptional) agreement with the Landlord or the Landlord's Agent.
- 2.59 Where a tenancy ends (whether through the death of a Tenant) the Landlord will continue to charge the Rent against the Tenant's estate until such time as the Premises meet the foregoing conditions.

3.00 LANDLORD'S RESPONSIBILITIES IN CONNECTION WITH THE PREMISES

3.01 Possession

To give the tenant possession of the Premises at the commencement of the Tenancy.

3.02 Tenant's Right to Occupy

Not to interrupt or to interfere with the Tenant's right to peacefully occupy the Premises except where access is required to inspect the condition of the Premises or to carry out repairs or other works to the Premises or to adjoining property or where a Court has given the Landlord possession by ending the Tenancy.

3.04 Repair of Structure and Exterior

To keep in good repair the structure and exterior of the Building including the drains, gutters and external pipes, the roof, the outside walls, outside doors and window sills, outside window catches and window frames and the common part of the Building, the pathways, steps or other means of access, and boundary walls and fences. In the Premises, to keep in good repair the internal walls, fixtures and fittings, floors and ceilings, doors and door frames, door hinges and skirting boards and plasterwork, subject to the provisions of clause 2.32.

3.05 Repair of Services

To keep in good repair and working order any installations provided by the Landlord for space heating, water heating and sanitation and for the supply of water and electricity including basins, sinks, baths, toilets, flushing systems and waste pipes, electric wiring including sockets and switches, water pipes, water heaters and central heating installations.

3.06 Repair of Common Parts and lighting

To take reasonable care to keep the common entrances, foyers, stairways, lifts and passageways and any other common parts including their electric lighting in reasonable repair and fit for use by the Tenant and other occupiers and visitors to the Premises.

3.07 To keep the grounds of the Building including any lawns and flower beds in good order.

3.08 External Decorations

To keep the exterior of the Building and any common parts in a good state of decoration and normally to decorate these areas once every four years.

3.09 Internal Decorations

To keep the interior of the Common Parts of the Building in a good state of decoration and normally to decorate these areas once every five years.

3.10 Tenant Improvements

To allow the Tenant to make non-structural, minor improvements and additions to the Premises provided they have first obtained the Landlord's or Landlord's Agents' written permission. The Landlord or Landlord's Agents shall not unreasonably withhold its permission but may make the permission conditional upon the works being carried out to a certain standard.

Failure to seek the Landlord's or Landlord's Agents' permission or to comply with its conditions shall be a breach of the Tenant's obligations under this Agreement. If the Landlord or the Landlord's Agents has to undertake works due to the Tenant's default under this clause, it may charge the Tenant its reasonable costs of doing so.

The Tenant is responsible for repairing and maintaining such tenant improvements and additions, unless the Landlord or the Landlord's Agents agree in writing that they will be responsible for them. The Landlord or the Landlord's Agents may require the Tenant to remove any improvements or additions at the end of the tenancy and to make good any damage to the Premises or the Landlord's fixtures and fittings or to the common parts caused by the improvement or addition (or to pay any costs reasonably incurred by the Landlord in carrying out such works in default).

3.11 Compensation for Improvements

To provide, on request, full details of the Landlord's Compensation scheme and the qualifying improvements and to allow the Tenant to claim compensation for certain approved improvements made to the Premises so long as they are only applied for at the end of the tenancy.

3.12 Insurance

To keep the building insured in an insurance office of good repute against all risks usually covered by a household insurance policy and against third-party claims.

4.00 LANDLORD TERMINATION OF THE TENANCY

4.01 The Landlord shall be entitled to repossess the Premises and this Agreement will terminate immediately if:

1. The whole or any part of your Rent remains unpaid fourteen days after it became due, whether or not it has been formally demanded.
2. If you are in breach of any of the clauses of this Agreement; or
3. If the Landlord wishes to redevelop any part of the Building and needs vacant possession of the Property; or
4. If the Landlord wish to sell any part of the Building with vacant possession.

4.02 Then the Landlord may re-enter the Premises and the Tenancy shall be terminated, without prejudice to any claims which the Landlord may already be entitled to make against the Tenant in respect of any breach of the terms of the Agreement. The Landlord will not physically retake possession without first obtaining a court order.

PROVISOS

5.00 IT IS AGREED THAT THE FOLLOWING PROVISIONS WILL ALSO APPLY

- 5.01 Where the persons comprising, the Tenant are cohabiting partners, on the death of one of them the survivor shall become Tenant, but there shall be no further or other succession to this tenancy.
- 5.02 The Landlord may increase or decrease the rent or service charge by giving the Tenant one month's notice in writing of the increase or decrease.
- 5.03 The Landlord may, after consulting the Tenants affected, increase, add to, remove, reduce, or vary the services provided.
- 5.04 The Landlord shall not be liable for any loss arising in any case where any of the services provided by the Landlord are interrupted or prevented by reason of any circumstances beyond the Landlord's control.

- 5.05 The Landlord may establish a sinking fund to be applied to any unusually high service charge costs expected to be borne by the Service Charge account in the foreseeable future.
- 5.06 The cost of services shall be apportioned equally between all the properties concerned except as provided below:
- a. 2 & 3-Person flats will be charged 1.5 times that of a 1-Person flat.
- 5.07 **Non-Compliance with this Agreement**
- 5.08 To reimburse the Landlord for its costs or liabilities where these are incurred as a consequence of any breach (even accidental) by the Tenant (or anyone living in or visiting the Premises (including children and pets)) of an of the Tenant's obligations under this Agreement.
- 5.09 To reasonably cooperate, assist and provide sufficient information to the Landlord or the Landlord's Agents to enable them to comply with their obligations under this Agreement or otherwise with any legal responsibilities which the Landlord or the Landlord's Agents may have to you, or other persons and organisations.
- 5.10 The terms of this Agreement may be changed by mutual agreement between the Landlord and the Tenant or by the Landlord serving one month's written notice of an intention to such a change.

6.00 NOTICES

- 6.01 Under Section 48 of the Landlord and Tenant Act 1987 the address of the Landlord is stated in clause 1.01. Any notices (including notices in any proceedings) to be given to the Landlord may be sent to CESSAC at 1 Shakespeare Terrace, 126 High Street, Portsmouth, Hampshire, PO1 2RH, unless you are informed to the contrary in writing.
- 6.02 Any Notice given by or on behalf of the Landlord or any other document to be served on you, shall be deemed to have been served on you if it is:
- 6.02.1 Left at the Property or
- 6.02.3 Sent by ordinary post in a pre-paid letter properly addressed to the Tenant by name at the Property or
- 6.02.4 Sent by recorded delivery in a pre-paid letter, properly addressed to the Tenant by name at the Property.
- 6.03 Any notice given by the Tenant or any other document to be served on the Landlord shall be deemed to have been served on the Landlord if it is:
- 6.03.1 Left at the office of the Landlord's Agent or

6.03.2 Sent by ordinary post in a pre-paid letter, properly addressed to the Landlord at the address in clause 1.01 or the Landlord’s agent at the address in clause 6.01 or

6.03.3 Sent by recorded delivery in a pre-paid letter, properly addressed to the Landlord at the address in clause 1.01 or the Landlord’s agent at the address in clause 6.01.

6.04 If any Notice or other document is posted to the Landlord or Landlord’s agent, it is deemed to have been served 48 hours after it was posted.

7.00 SIGNATURE

To signify that the Landlord and the Tenant agree to the terms set out in this Agreement the Landlord’s representative and the Tenant have signed this Agreement as follows:

SIGNED for and on behalf of the **LANDLORD** by a duly authorised Officer of CESSAC:

.....

SIGNED by the Tenant:

.....

Privacy Statement

The up-to-date privacy notice available on the website and in the Tenant Policy Folder in each scheme tells you what to expect when CESSAC (for Greenwich Hospital tenants) processes personal information. CESSAC is the Data Controller of all personal information that you provide.