

PRIVATE SECTOR ACCESS SCHEME AGREEMENT

This agreement is made in respect of properties provided to the Council for use by applicants for housing who might otherwise find themselves homeless. The role of the Council is to match up prospective tenants to available properties and, where successful, to pay a non-returnable incentive on production of a valid invoice and a qualifying Assured Shorthold Tenancy. The Council will have no contractual involvement with the tenant once an Assured Shorthold Tenancy has been granted by the landlord or landlord's agent.

THIS AGREEMENT is made the _____ day of _____
20____

between the Mayor & Burgesses of the London Borough of Tower Hamlets of
Mulberry Place 5 Clove Crescent London E14 2BG ("the Council")

AND of.....
..... (The Landlord/Landlord's
Agent)

IN CONSIDERATION of the Council agreeing to pay the landlord an incentive under the terms of this agreement **AND IN CONSIDERATION** of the Landlord and the Tenant agreeing to enter into an Assured Shorthold Tenancy,

1. The Landlord and/or his Agent agree(s) as follows:

- a) Where an Incentive is paid, there will be no recourse to claim for any malicious damage to the Property or any item covered by the Inventory if necessary.
- b) Not to require the payment of any further monies from the Tenant in respect of the Tenancy, aside from the agreed monthly rent.
- c) To certify before the start of the Tenancy that they have full power and authority to let the Property and have obtained all necessary permissions and consents to do so, as well as the provision of applicable insurances and to produce written proofs, if requested, thereof.
- d) Before the start of the Tenancy to notify his insurers of his intention to let the property and to provide the Council with written evidence, if requested, that this has been done.

e) Not to attempt to regain possession of the Property prior to the expiry of the Term without the tenant having broken the terms of the Tenancy Agreement, in which case a Court Order should be obtained. Any attempt to recover possession in other circumstances would be deemed an illegal eviction.

f) Before the start of the Tenancy to supply a valid gas safety certificate, which relates to a gas safety check of the installations and appliances within the property that has been carried out in the six months immediately prior to the start of the tenancy. To agree and sign the Inventory with the Tenant.

g) Not to make claims to the Council for damage to the Property.

h) To accept arrangements made by the Tenant for rent to be paid in whole or in part by Housing Benefit. Not to seek to charge interest or seek to terminate the Tenancy solely because of delays in receipt of Housing Benefit payments which are not due to the Tenant's default.

2. The Council agrees as follows:

a) To pay the Incentive to the Landlord/Landlord's Agent within 28 days of the start of the Tenancy.

3. It is further declared and agreed by the parties as follows:

a) The Rent will be no more than the maximum rent to be assessed by Local Housing Allowance for Housing Benefit purposes.

b) It should be noted that the Council, by entering into this agreement and paying the Incentive, is not guaranteeing or in anyway representing that the Tenant is a fit person to be a Tenant of the Property.

4. Management of the property and its fit and proper declaration

Have you or anyone associated with you:

a) Have any unspent convictions relating to any of the following:

Fraud Drugs Violence Dishonesty Sexual Offences Act 2003(Schedule 3)

b) Been found by a court or tribunal to have been involved with any unlawful discrimination on grounds of:

Sex Colour Race Disability Ethnic or National Origins

c) Had a judgment made against you or them by a court or tribunal relating to, Environmental Health or Landlord and Tenant Law

No to A, B or C Yes to A, B or C If Yes, please specify who:

Landlord

Signed: (the Landlord)(1)

Date:

Signed: (the Landlord)(2)

Date:

Signed: (for and on behalf of the Council)

Date:

Managing Agent

Signed: (the Landlord's Agents on behalf of themselves and the Landlord)(1)

Date: Company Position:

Signed: (the Landlord's Agents on behalf of themselves and the Landlord) (2)

Date: Company Position:

Signed: (the Landlord's Agents on behalf of themselves and the Landlord) (3)

Date: Company Position:

Signed: (for and on behalf of the Council)

Date: