

Hinckley & Bosworth Borough Council

Asset Management



Commercial Tenants Handbook 2024

Your Guide to leasing commercial premises
from Hinckley & Bosworth Borough Council

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About this handbook

This handbook has been produced to provide guidance to our tenants in respect of their commercial premises. We hope this handbook provides answers to some the frequently asked questions and clarifies roles and responsibilities between yourself and the Council, as your landlord.



In addition to the information provided in this book, it is important for you to fully understand how your own lease applies to you. This handbook is purely for guidance purposes and does not override your lease or licence agreement. If there are parts of your lease you do not fully understand, we recommend you obtain independent, professional legal advice.

Our commercial estate is managed by the Council's Asset Management team, they have overall responsibility for the management of its non-housing assets. Responsibility for the management of the commercial estate is then delegated to the Commercial Estates Surveyor for industrial, retail and land, and the Atkins Business Manager for managed office space. All repairs and maintenance that fall outside the tenant's responsibility are managed by the Facilities Management team.

Important information



Professional advice

It is recommended that you seek independent, professional legal advice when:

- First taking on a lease or licence from the Council
- Nearing the end of your lease or licence
- Considering assigning or subletting
- Considering other matters such as:
 - Change of use
 - Alterations to the property
- Dealing with all matters regarding your lease, to satisfy yourself of both your own, and the landlords' obligations

Landlords Consent

Where landlords consent is required under the terms of your lease, this may be in addition to other consents, such as licencing, planning or building control. Whilst these consents are also managed by the Council, they are a distinct and different function to that of your landlord and you will need to liaise with each department as required

Your contact details



As your landlord we need to contact regularly to keep you informed about your tenancy and the premises or site you occupy. Please let us know if you change your contact details.

Contact information will be used for matters such as:

- Invoicing
- Arranging access or notification of repairs (where applicable)
- Providing you with relevant updates

Information and Data

We will only use your contact information in conjunction with your occupation and your data will be held on a secure network.

If you have any further queries about data protection and how it affects you, please contact the Data Protection Officer:

- Online: [Here](#)
- Telephone: 01455 238141
- In writing to:
Corporate Governance
Hinckley & Bosworth Borough Council
Hinckley Hub
Rugby Road
Hinckley
Leicestershire
LE10 0FR

Moving in

Following the signing of your lease or licence we will provide you with keys to your premises. You will also be provided with a copy of this handbook and all compliance documentation relevant to the premises.

As the premises occupier, you have a responsibility to comply with your lease or licence and all other statutory requirements that relate to running your business.



Schedule of condition report

Prior to your tenancy commencing, the Council will arrange for schedule of condition report to be prepared. This is a photographic report that evidences the state of repair of the premises at the point you take occupation. This is the standard to which you must maintain the property or improve upon, depending on the terms of your lease during your occupation.

Insurance

Under the terms of your lease the landlord will arrange for buildings insurance.

The perils typically insured are listed below. You should check your particular lease documents to check which perils apply at the time of grant.

- Fire
- Lightning
- Explosion
- Aircraft
- Riot
- Earthquake
- Malicious damage

How the Council recovers the cost of any insurance premium will be set out in your lease. You do not need to purchase any additional buildings insurance.

Note that the Insurance Premium for your unit will be affected by the business activities being undertaken. A higher risk activity will attract a high premium.

Should there be an incident that results in substantial damage to the premises, meaning it is no longer fit for occupation, the lease may be terminated. It is your responsibility as the tenant to ensure you have suitable business continuity plans in place; the Council is not liable to provide this for you. You also have a responsibility under your lease not take any action that will invalidate the landlord's insurance, and we have the right to inspect your premises to ensure compliance with statutory or lease/licence obligations.

Should you need to make a claim against the landlord's insurance, please contact us with all relevant details at: estatesandassetmanagement@hinckley-bosworth.gov.uk

You are responsible for ensuring you have adequate insurance cover for:

- Loss or damage to the property caused by theft or attempted theft
- Glass breakages (where applicable)
- Your contents
- Public liability
- Employers' liability

It is strongly recommended you have the appropriate levels of insurance cover in place for your business and its activities before you move into the property. You must be prepared to confirm the appropriate cover is in place at any time by showing us details when asked.

Utilities

You will be directly responsible for all utility charges relating to your premises, including telephone or broadband, unless alternative arrangements are set out in your lease or licence. Meter reads, alongside photographs showing each meter read, will be recorded as part of the unit handover and a copy of the completed Handover Form will be sent to you by the landlord.

Where applicable, on moving in, you should make yourself aware of the location of:

- The water stopcock
- The mains electric isolation switch
- The fuse or distribution board
- The gas main and isolator (where applicable)

You are not obliged to retain the supplier notified to you by the landlord at handover, however, you will need to ensure that the landlord is informed of the suppliers when you return the unit

Utility charges for common areas will be paid by the landlord and recovered as part of your service charge (where applicable).

At the end of your occupation, the landlord will complete a Surrender Form with you, which will record the final meter reads. You will be required to provide the names of your utility suppliers at this time.

Business rates

You are responsible for business rates, also known as National Non-Domestic Rates, or NNDR. It is your responsibility to ensure the rates applied are correct and to pay any amounts due.

You may be eligible for Small Business Rates Relief (SBRR), more details can be found at: [Small business rates relief](#)

Stamp duty land tax

This may be payable for certain lease transactions. It is advisable you seek professional advice. More information can be found at: [Stamp Duty Land Tax](#)

Land registry

Leases of seven years or more must be registered with the Land Registry. It is the tenant's responsibility to complete the registration. You are strongly advised to seek professional advice to assist with the registration.

Paying your rent

The terms of your lease will determine the frequency and when your rent is payable. Rent is payable whether or not an invoice is received and must include VAT if applicable. If you do not receive an invoice or have a query regarding invoicing, please contact us by email: estatesandassetmanagement@hinckley-bosworth.gov.uk

Your lease is a legally binding contract. You are responsible for paying your rent on time and if you fail to pay your rent it is a serious breach of contract, and the council will seek to recover all rent owed

Payment options

We offer a range of payment methods, these are detailed on the back of your invoice. Most leases will be set up on Direct Debit as this is the most convenient way to ensure rent is paid on time.

Credit or debit card

The option to pay by card is also available Please call 01455 238141 to arrange this.

By post

If any payments are made by cheque. They should be made payable to Hinckley and Bosworth Borough Council and sent to:

FAO Debtors
Hinckley and Bosworth Borough Council
Rugby Road
Hinckley
Leicestershire
LE10 0FR

Please ensure cheques are signed and dated and it is made clear what the cheque payment is for by writing the invoice number on the back.

Problems paying

If you are experiencing problems paying your rent, please contact the Council immediately: estatesandassetmanagement@hinckley-bosworth.gov.uk

Please speak to us if you are having problems paying and we can discuss options with you. We reserve the right to use any of the legal powers available to us to recover any debt.

Forfeiture

Forfeiture, or re-entry is the right to terminate the lease if you are in breach of any of its obligations, including late payment of rent.

If lease conditions are not satisfied, we can peaceably re-enter a property and change the locks, thus terminating the lease.

Court proceedings and enforcement agents

We can, where appropriate, issue court proceedings to recover debt. If the court agrees, it will make a legal order for the repayment of all arrears, as well as any costs incurred. Commercial Rent Arrears Recovery (CRAR) allows us to take control of goods and sell them to recover the value of any debt. Enforcement agents must serve notices on you at each stage the procedure is used.

Drawing down on rent deposit

If a rent deposit has been paid, the Council can draw from it if you are in arrears. We will notify of this process. You will also be required to put additional funds into the rent deposit account to replace those which have been drawn down.

Statutory demand

A statutory demand is a written demand for payment, which complies with certain statutory requirements. If this is served on you and you do not make payment of the amount demanded within three weeks, we can issue a petition to wind up your business.

Surrender

In exceptional cases, if you or company are experiencing difficulties, you can ask to surrender your lease. We will assess your financial circumstances and efforts made by yourself or company to ease the situation. Please do not assume you can surrender your lease by returning your keys or abandoning the property, your lease is a legally binding contract and will continue regardless.

During your lease

Rent reviews

The terms of your lease will determine how and when the rent will increase.

A rent increase occurs:

- Automatically if the terms of your lease state a change during the period of our lease
- On receipt of a notice if your lease includes a term that enables a rent review during its period

During the term of your lease, both parties have specific obligations which must be followed

If the rent is fixed for the duration of the lease, it cannot be changed. In cases such as this, the rent will be reviewed at the end, or as part of the negotiation for a new lease.

Responsibilities for repairs

The terms of your lease will determine who is responsible for carrying out repairs and maintaining your premises both inside and out. Tenants will be responsible for minor works and repair, including, but not limited to:

- Replacing light bulbs
- Unblocking drains
- Replacing broken window glass
- Decorating
- Replacing broken doors locks
- Cleaning



It is expected that a tenant takes reasonable precautions to protect pipe work in their premises from freezing during periods of cold weather.

If you are unsure who is responsible for repair, please contact the Council. It is generally standard practice for business leases that the tenant is responsible for repairs; your lease will determine the liability. If it is the responsibility of the Council, a surveyor may need to attend to assess any works and orders will be placed with an approved contractor to carry out any repairs.

On some sites, the landlord will be responsible for repairs and maintenance of communal areas or parts, charges for these areas will be included within your service charge (where applicable). A copy of the schedule of the pre-planned maintenance program can be provided upon request.

Reporting repairs

All repairs to commercial premises, including the Atkins Business Centre are handled by the Council's Facilities Management team. They can be contacted on:

FM helpdesk: 01455 255810

fm@hinckley-bosworth.gov.uk



For gas emergencies, call 0800 111999.

When contacting the FM helpdesk, please give them the address of your premises, your contact details and the nature of issue. We may need to engage contractors to carry out some repairs and will keep you informed on timescales for visits to your premises. Where the Council provides programmed maintenance for items such as sectional doors and fire alarms, we will contact you to inform you of dates and times for the contractor visits. If you are unhappy with a repair or the service provided, please let us know so we can investigate the matter.

Signage

The terms of your lease will determine what signage can be erected and where. Please be aware, other statutory consents, such as planning may be required. If consent is granted to erect a sign, you will be responsible for removing it at the end of your tenancy, along with making good any damage from its fixings.

Permitted use

Your lease will state what the premises can be used for. The Council tries to maintain a balance of trade across its properties, but it generally does not permit exclusive trading rights to any tenant. Some sites may have additional restrictions on

what a property can be used for, you will be advised of these before your tenancy begins.

If you want to change the use of your premises during your lease period, you should contact us to make the request. The request will be considered, and the decision will be dependent on whether:

- There are any issues with use classes for planning permission
- Your lease permits the change
- There is any conflict with use of adjacent occupiers

You will also be responsible for costs associated with any request, whether the application is successful or not.

Assignment and subletting

The assignment of a lease is the transfer of the rights under the lease granted to you, to another party. Before you consider this option, you must contact the Council and should seek independent, professional advice.

Assigning your lease

If you wish to sell your business and assign your lease with it, you should check the lease permits this. You must:

- Find someone who is willing to take on the obligations within the lease and pay the rent that is due
- Request and obtain formal approval from the Council

You must not allow a third party to occupy your premises without prior consent from the Council

In order for the Council to be able to consider the request, we will need information from the person or business wishing to take over the lease. This will include, but not be limited to:

- Full name and address, to carry out background and credit checks
- Proof of identity
- Their intended use of the premises
- Written agreement to pay rent, in advance by direct debit
- Rent deposit

The Council may require further information and may require other conditions to be met. We may also refuse consent to the assignment on a number of grounds e.g. if, in the Landlords opinion, the prospective assignee may not be of sufficient financial standing to comply with the lease obligations.

If the Council agrees to the assignment, it may be subject to a number of conditions, such as:

- The Council's legal and surveyor costs are paid
- Any rent arrears are paid in full, including insurance premium contributions and service charges

- Any identified repairs are completed
- The outgoing tenant will be required to enter into an Authorised Guarantee Agreement – the outgoing tenant guarantees the performance of the incoming tenant.
- Valid statutory compliance certificates are provided

Subject to the receipt of satisfactory references and confirmation all other required information, the Council's legal services will prepare a licence to assign. Until all formalities are completed and confirmed, you will continue to be the tenant of the premises and be liable for rent.

Subletting

The Council does not allow subletting of a property. If you are considering this, you must contact the Council.

Alterations and improvements

The terms of your lease will determine what, if any alterations can be made to the premises and you should always refer to this in the first instance. If you believe you are permitted to make any alterations, you must consult with the Council and obtain written consent before commencing any works. If any works are approved, you will be provided with a licence to alter, a fee may be payable for any legal or surveyor costs incurred by the Council in issuing a licence.

Other consents may be required, such as planning and building control, you will be liable for determining what consents are required and making the relevant applications. The Council will require proof these have been obtained.

As the tenant, you are responsible for all health, safety and compliance in the property once the lease commences. This includes works to any alterations made to the premises, particularly the electrical distribution systems and gas fired equipment

In granting any consent to make alterations it will also be a condition of the licence that the premises is reinstated to its original condition prior to terminating the lease.

Parking

Parking arrangements differ across our sites. You should clarify with the Council before signing your lease what the parking arrangements for your premises are.

Access roads onto industrial estates should not be obstructed at any time. Unless you have specific consent to do so, the parking or storage of trailers, caravans, camper vans, boats, shipping containers, mobile homes, and vehicles that are not roadworthy etc. is prohibited.

If you believe a vehicle parked near your property has been abandoned, you can report it here, [Report an abandoned vehicle](#)

Neighbour nuisance

All our tenants should be able carryout their business activities peacefully and without disturbance or annoyance from other occupiers. Actions likely to cause nuisance, annoyance or disturb other occupiers include:

- Inconsiderate parking
- Blocking access to an occupier's property
- Playing loud music
- Using foul or abusive language
- Dumping rubbish/littering and fly tipping
- Burning waste

Where the premises you occupy has common areas, such as corridors, service yards and parking spaces, tenants are asked to keep these areas tidy, and not to use them for storage. This is for the benefit of all occupiers and to ensure buildings and areas can be safely evacuated in the event of emergencies. Inspections of these areas are undertaken regularly.

Tenants should also not cause a nuisance to neighbouring residential properties. Some sites have operating hours restrictions placed on them, and you will be made aware of these when taking out a lease.

If you wish to make a complaint regarding the activities of a neighbouring property, whether it is Council owned or not, we expect tenants to discuss this between themselves before contacting the Council. If the matter cannot be amicably resolved, complaints should be directed to appropriate agency or Council department, e.g., Health and Safety Executive, Environment Agency, Planning, Environmental Health.

Waste and recycling

Tenants outside the Atkins Business Centre and sites where waste collections are not included within a service charge are required to arrange their waste and recycling collections. Under the Environmental Protection Act 1990, businesses that produce waste must dispose of it in a legal way by:

- taking their wastes to a licenced disposal facility, or
- arranging for a collection using a registered waste carrier

Hinckley and Bosworth Borough Council offer a commercial waste collection service, they can be contacted on: [Recycling and waste collections for business](#).

Or you can choose services from an alternative commercial service provider, which ever you choose, you should receive the correct paperwork, such as 'duty of care' or 'waste transfer' notices. If your lease permits a skip to be used, it must be kept within your demise (your boundary of land or property). Any sites that have dedicated bin stores must be kept tidy and wastes placed directly in the bins provided.

Cleaning

Tenants are responsible for cleaning their own premises. The Council is only responsible for cleaning communal areas where these apply.

Grounds maintenance

All tenants are required to maintain the areas within their demise, the Council will maintain all communal areas, including any grassed verges and shrub beds. Generally, the council does not provide a gritting service for any of its sites.

Intruder alarms and CCTV

Except for the Atkins Business Centre, the council does not provide intruder alarms to its tenanted properties. If one is installed in the premises you rent, it was likely installed by a previous occupier. Security measures within your premises will be your responsibility to install and maintain. Any systems you wish to install must receive landlords' consent and you may be asked to remove them at the end of your lease.

You can use CCTV to protect your premises, but you will need to seek landlords' consent to install it as it is classed an alteration. You should also make yourself aware of any data protection requirements under the Data Protection Act 2018.

Service charge

A service charge is the method used by the landlord to recover the costs they incur in providing services either directly to your property or to the communal areas of a property (the parts that are shared, such as corridors, entrance gates, site lighting etc.), site or building.

The services provide at each site or building vary, but will generally include provision of:

- Heating
- Lighting
- Cleaning
- Welfare facilities
- Security systems (gates/CCTV)
- Utilities (electric/gas/water)
- Grounds maintenance
- Drainage, gutter and gully maintenance
- General building maintenance
- Window cleaning
- Waste and recycling collections

Where a building or site does not have internal areas, there may still be costs incurred by the landlord in looking after the site or industrial estate.

The service charge will also include a management fee for administering the services and details of what is provided will be set out in your lease.

Service charges are set out in budgets running from April 1st – 31st March each financial year. We will send you a service charge budget report for the coming financial year on or around 1st April. This will set out the anticipated expenditure along with apportionment you are expected to pay as per the term of your lease.

Some costs in the service charge are fixed, sometimes for a number of years, this is generally for maintenance contracts the Council has entered into with outsourced service providers. Other costs may be estimates and based on either previous year's expenditure, or from industry recognised price guides. We will let you know in advance if we expect any large items of expenditure within a financial year to allow you to plan in for the additional expenditure. The terms of your lease will dictate how you will be invoiced for the service charge, it is generally monthly or quarterly.

Service charge budgets are then reconciled at the end of each financial year, and we will calculate the actual expenditure that has occurred. All tenants will be provided with a service charge statement which will let them know whether monies are held on account (for underspends) or whether we require additional contributions from you to cover additional expenditure. The Council works to ensure actual expenditure matches closely with the forecasted expenditure in the service charge budget and we will issue reconciliation invoices or credit notes at year end.

The Council have adopted, where possible the principle of the RICS – Service Charges in Commercial Property professional property statement. This sets the standards for commercial property management and has been endorsed by property bodies representing all sides of the property industry.

Further information can be found at: [Service charges in commercial property](#)

Health & safety requirements

Hinckley & Bosworth Borough Council are responsible for letting property which is fully compliant with health & safety regulations. This responsibility then passes to you as the tenant when your lease commences. The Council is only responsible for compliance with any health and safety legislation that relates to the communal parts of multi-let buildings or external areas. You are responsible for all health and safety legislation that relates to the area demised under your lease.



The following information is provided to assist our tenants and is for information purposes only and should not be considered exhaustive. It is strongly recommended you ensure you are aware of all health & safety legislation that affects your business. Further information is available from the Health & Safety Executive, <https://www.hse.gov.uk/>

You should conduct a thorough risk assessment for all the risks your business faces, including any risks your activities pose to the public, and where your business employs more than five people, you must have a written Health and Safety Policy.

Fire safety and fire risk assessments

The regulatory Reform (Fire Safety) Order 2005 applies to all non-domestic premises in England and Wales. The Order applies to you if you are, responsible for a business premises, an employer, self-employed with a business premises or are a charity or voluntary organisation. Under the order you must take steps to:

- Identify and control any fire risks
- Carryout a fire risk assessment
- Implement and maintain a fire risk management plan

This applies to you, even if you share or rent space in a multi occupancy premises. As the occupier, you must undertake a fire risk assessment and where appropriate, link your assessment into the wider building fire risk assessment. A written record must be made if you employ five or more people, or if a licence is in force for the premises or you are providing entertainment. If requested, you must provide a copy of your fire risk assessment to the Council. Atkins Business Centre tenants are liable to conduct a fire risk assessment for their offices or demise, you can also request a copy of the buildings risk assessment from the facilities management help desk:

FM helpdesk: 01455255810

fm@hinckley-bosworth.gov.uk

Electrical safety

You must assess the risks of your use of electricity at work and take steps to control those risks. BS 7671 and the Electricity at Work Regulations set out the frequency of inspections and testing of electrical installations in commercial premises. Where you are unsure of your responsibilities, we strongly recommend you seek professional advice in regard to electrical safety, as requirements can differ depending on the type of commercial premises being occupied and its use. At the start of your lease, you will be provided with an up-to-date electrical safety certificate for the fixed wiring. It is your responsibility from commencement of your lease to keep this updated and to ensure any remedial works identified are carried out by a competent contractor.

Those tenants that occupy offices or space in the Atkins Business Centre are not directly responsible for the fixed wiring tests. This remains the responsibility of the Council and you can request a copy of the buildings certificate at anytime by contacting facilities management, but tenants are required to ensure electrical appliances within their offices and commercial premises are safe, the easiest way to achieve this is by carrying out portable appliance testing (PAT). Risk assessment should determine the frequency of the testing of any equipment.

Gas appliances

If your premises has any form of gas appliances, they must be tested in accordance with the Gas Safety (Installations and Use) Regulations 1998. Where gas heating or gas water heating not provided communally, it is the responsibility of the tenant to carry out the tests using a competent contractor registered with Gas Safe. The regulations require:

- Gas boilers to be serviced annually
- Gas fired catering equipment to be serviced annually
- All gas appliances are subject to an annual safety check

Gas Safer Register is the official body and works under an agreement with the HSE. More information and details on how to find a registered engineer can be found here: <https://www.gassaferegister.co.uk/>

Water supply

Businesses and employers who occupy commercial premises that are served by hot and cold-water systems or have wet cooling systems have a duty to understand any risks posed by legionella. Water systems should be subject to risk assessment and any necessary control measures implemented. Hinckley and Bosworth Borough Council are responsible for services that fall within the communal parts of multi-let buildings, such as the Atkins Business Centre, but you as an employer will be responsible for arranging or conducting a risk assessment for the control of legionella on water systems that fall within your demise.

Asbestos

Those responsible for maintaining all or part of a commercial premises, or any building that is not a private dwelling have a legal duty to manage any asbestos within that premises.

Depending on the terms of your lease, this could be you as the tenant, or the Council as your landlord. In the event that maintenance responsibilities are not specified within your lease or licence, the legal duty rests with the party that has the greatest degree of control over the premises, which in most cases will be you, the tenant.

Where you are the legal duty holder, you must comply with all relevant legislation, which includes:

- Taking reasonable steps to identify the location and condition of any asbestos containing materials (ACMs)
- Presume materials contain asbestos unless there is evidence to prove otherwise
- Keep an up-to-date record of the location of any ACMs, or presumed ACMs within the premises, and ensure anyone carrying out works on the premises, or anyone who is likely to disturb are aware of the location
- Prepare a plan to manage any ACMs, assess the risks and identify any control measures required to prevent others being exposed to any ACMs
- Review and monitor the plan periodically

Even if you are not legally responsible to manage any ACMs within your premises, you have a legal duty to co-operate with anyone who is. Where the Council has undertaken an asbestos survey of the premises, a copy will be passed to you, the tenant, along with a copy of the management plan. Under statutory legislation, you will be responsible for updating the plan every 12 months, in accordance with the Control of Asbestos Regulations 2012.

Anyone undertaking works on the premises, must check the asbestos survey before any works commence. Further information is available [here](#)

Smoking

Smoke free legislation was introduced in England in 2007, banning smoking in nearly all enclosed workplaces and public spaces. All businesses must:

- Display 'no smoking' signs in and around the workplace and in vehicles
- Ensure people do not smoke in enclosed workplaces or vehicles

All staff and visitors must go outside to smoke, preferably in a designated smoking area, located at a suitable distance from any building and away from any flammable or combustible materials or liquids. Further information is available [here](#)

Ending your tenancy

A commercial lease will usually continue until its end date, unless a break clause has been included within it.

Your lease will either be a protected tenancy or 'contracted out' within law. The relevant legislation is the Landlord and Tenant Act 1954. Commercial leases are protected, unless you signed a declaration at the start agreeing to be contracted out. Protected tenancies will hold over after the lease has expired and you will have the right to remain in the property after the lease has expired. Contracted out leases expire on their expiry date, and you have no right to remain in the property. In either case, we will contact you in advance of the expiry date to discuss your options. Unless there have been persistent problems with a tenant, we will usually grant a renewal of the lease.

Protected tenancies

For those tenants with protect tenancies, you will continue to hold over on your existing lease terms even after your lease has expired. You can request a lease renewal by serving us a section 26 notice. We can propose a renewal, or propose the tenancy ends by serving a section 25 notice. If we want to end the tenancy, or refuse a new one, we can only do it by one of the specific grounds in section 30 of the Act:

The serving of notices is a complex process, legal advice should be sort when your tenancy is coming to an end

- The tenant has obligations in relation to repair and maintenance under the current lease terms and the property is in a poor state of repair
- There have persistent delays or problems in the payment of rent
- The tenant has been, or is in breach of the terms within the lease
- The landlord is able to provide suitable alternative accommodation
- The landlord intends to demolish or reconstruct the property, and that is not possible without the landlord recovering possession
- The landlord intends to occupy the property, or part of it for the purposes of their own business or residence

Break notices

If your lease contains a break notice, this permits you to terminate your tenancy before its end date. You must give the required amount of notice as specified within your lease, and notice must be served in writing. A telephone call, or email is not suitable. You must serve notice on the Council as your landlord at:

**Hinckley Hub
Rugby Road
Hinckley
Leicestershire
LE10 0FR**

Some leases have the right for the Landlord to break the lease early. If we do exercise our right to break, we recommend you seek professional legal advice.

Repair, decoration and condition

Before you vacate your premises, you must provide the Council with full vacant possession, unless furniture was provided as part of your lease, and also leave the premises in good condition and repair as set out in your lease. The premise must be handed back in the same layout as when you took occupation.



All your fixtures and fittings, including any tenant improvements must be removed, and any damage to the property made by removing any items must be made good. The repair and decoration requirements under the lease must be complied with. Any additions to the standard electrical fit out must also be removed, and the property must be left clean and tidy and suitable for immediate reoccupation. You must also provide us with photographs of any utility meter reads.

Where applicable, you will also need to provide us with any compliance documentation, for example:

- An in-date electrical certificate for the fixed electrical system, it must have also been completed by a competent contractor registered with one of the electrical registration bodies, such as NICEIC
- An in-date gas safety certificate, completed by a competent contractor registered with Gas Safe
- An updated asbestos register and management plan

Dilapidations

Dilapidations are works, which in the opinion of the landlord are necessary to ensure a tenant has complied with their repairing and maintenance obligations under the terms of their lease. When assessing your dilapidations liability, the Council will have regard to the photographic schedule of condition attached to your lease when it began (if applicable).

The Council will exercise their right to inspect the premises, prior to the expiry or termination of the lease, and will where necessary, serve notice on you in regard to matters which require rectification to ensure compliance with your maintenance obligations. In some more complex cases, the Council may instruct a 3rd party to assist in this process.

You will be notified of your dilapidations responsibility by being sent a 'Schedule of Dilapidations'. If you do not undertake the works within it within a specified time, the Council reserves the right to arrange for the works to be undertaken and to recover the costs incurred directly from you. The Council can also seek to recover potential rental loss on the grounds of failure to comply with your lease obligation if the dilapidations process delayed the letting of the premises to another tenant.

Clearing the property

In addition to carrying out any repairs to your premises, you must also ensure that all your goods, furniture, equipment and waste are removed and that it is left clear and tidy. If you leave any items in the property, we will give you notice to remove them. If you fail to do this, we reserve the right to dispose of anything you have left, this means either selling it or disposing of it. You will be responsible for any costs incurred, and we will use the proceeds of any sales to recover our costs. Where we do have to clear a premises, we will not be held responsible for any damage or loss to items removed.

On the day you leave

On the day you leave, you will need to:

- Take, and provide us with photographic evidence of meter reads
- Notify your utility suppliers you have left
- Provide us with all necessary compliance documentation relating to the premises, and any service records for equipment, such as gas boilers
- Secure the property and return the keys to us
- Provide a forwarding address

Please note, that returning the keys before the agreed vacation date will not terminate your liability unless previously agreed in writing by the Council

Failure to comply with any of the repair, decoration, clearing and cleaning conditions may result in your rent deposit being withheld.

Your deposit

If you paid a deposit at the start of your lease, you will have entered into a Rent/Damage Deposit Deed detailing the holding of your deposit, what the deposit is for, and any circumstances regarding the return of the deposit. Before returning the deposit, checks will be carried out to ensure compliance with the terms of your lease. The deposit can be used against any outstanding rent, fees or monies owed. It can also be used to rectify any disrepair to the premises you are deemed responsible for.

When you leave your premises, you must provide the Council with full vacant possession and leave the premises in good condition and repair, as set out in your lease

Feedback

If you have any comments or suggestions regarding this guid, please contact us at: Estatesandassetmanagement@hinckley-bosworth.gov.uk

We aim to deliver our property and asset management services, efficiently and politely, and in a professional and fair way. If you are not satisfied with our property management services, please contact our Estates and Asset Manager: Malcolm.Evans@hinckley-bosoworth.gov.uk