

Minutes taken on the 12<sup>th</sup> March 2018 at 7:30pm of a meeting held between Earby Town Council and Lisa & Mark Baxby.

Present from the Town Council – Chairman Chris Tennant, Vice Vera Cocker, Morris Horsfield, Sophie Metcalfe, Ian Lyons, Doris Haigh & Joyce Myers (taking minutes).

The Chairman introduced the members to the Baxbys and summed up the situation to date and why the SC1 forms required for the funding of the LEF grant were delayed.

LB- Stated they were not happy with detail of the lease about the 'agreement out solution' and saying no to their requests. The general amendment of the lease to 3 months to get reply from our solicitors. She queried the definition of the annual rent and when the rent commenced.

CT- Explained that rent starts 3 months after the signing of the lease. The signing of the lease on one date, and commencement of the peppercorn rent 3 months later, providing that the agreed investment is made, the first year rent will be £1.00.

In answer to NO.2 as a schedule in the lease if they need to change it to 5 months to allow for landscaping then there needs to be a new business plan, and if they have one the Council need to see it and it to be written into the lease to state 5 months from signing the lease to allow for landscaping. The Council could alter the schedule date but must have verification of the £30,000 investment, and not to include the funding grant as it is complicating the issue.

LB- Stated that they are not happy with the rent review as scheduled in the leased of 10 years with a 5 year break clause, and do not want it based on business performance. They want a rent cap and not reviewed until 10 years.

A discussion followed.

CT- Reminded them that they asked for the break clause and it has to be for both parties. We could revisit the break clause and find out the definition, what it is for, and what we would have to do to initiate it. The break date is intended to fall after the rent review. The rent review would be done by an agent. The lease is for the whole of the property.

LB- Asked if the Council was responsible for the maintenance in the cottage such as the boiler. She read from the lease 36.3 that the Council as landlord of the cottage would keep it in good repair including the central heating system and various safety checks. LB also asked if the plaster work in the hostel was the Council's responsibility as well as the structural work. She was unsure about the repairs to the hostel and who was responsible for what.

A discussion followed and the Chairman tried to explain that the lease was for the whole of the property. The Council would take responsibility for the repairs and maintenance of the cottage whilst the tenants look after the hostel. The Council would reimburse emergency repairs up to £500.00 on doors, locks, burst pipes and roof.

The cost to be reimbursed within 7 days needs to be added to the schedule.

CT- Explained that goods bought by the tenants would at the end of the lease be costed at market value and offered to the next tenant. This is why we need a schedule of the works done and the artefacts bought out of the £30,000 and photographs to show what is there.

To summarise:

1. To check the definition of the break clause and how it would be invoked.
2. Add to the lease that the cost of sanctioned repairs would be reimbursed within 7 working days.
3. A new business plan needs to be summated if the intended tenants want a 5 month timetable instead of 3 months from the signing of the lease to the completion of the £30,000 renovation.
4. Photographs need to be submitted of the work done and artefacts bought.

Councillor Joyce Myers

14<sup>th</sup> March 2018