
STATUTORY INSTRUMENTS

2009 No. 2108

The Ecclesiastical Offices (Terms of Service) Regulations 2009

PART III

RIGHT TO STIPEND AND PROVISION OF ACCOMMODATION

Provision of accommodation

Duties of office holder

14.—(1) An office holder who is in occupation of a house of residence or other accommodation provided under section 4 or 5 of the Measure shall be under a duty—

- (a) to permit the relevant housing provider or its officers or agents to enter the property in exercise of the provider's rights under regulation 13 above;
- (b) to use all reasonable endeavours to keep the property and any contents of the property provided by the relevant housing provider, clean and free from deterioration, with the exception of fair wear and tear, and to keep any garden or other grounds belonging to the property in a reasonable state of upkeep;
- (c) to notify the relevant housing provider of any works of repair that may from time to time be needed to the property as soon as reasonably practicable after the office holder becomes aware of them;
- (d) if required to do so by the relevant housing provider, to the extent that it is not recoverable under any insurance policy, to pay the whole or part of the reasonable cost of any repairs to the property which a report of a qualified surveyor as mentioned in regulation 12(1)(b) above authorised by the relevant housing provider specifies to be necessary as the result of damage caused or aggravated by the deliberate act of the office holder or a member of the office holder's household residing with him or her or by a breach of the office holder's obligations under this regulation;
- (e) not to use the property except as a private residence for the office holder and his or her household and for such other purposes as may be agreed by the relevant housing provider, which agreement shall not be unreasonably withheld;
- (f) not to make any repairs, alterations or additions to the property without the consent of the relevant housing provider;
- (g) where the property is held on a lease, to observe any term, condition or covenant binding the tenant under the lease and, in any case, to indemnify the relevant housing provider in respect of any breach by the office holder or by any member of the office holder's household living in the property of any term, condition or covenant binding on the occupier; and
- (h) to vacate the property within the period of one month from the date on which the office holder ceases to hold the office or on which he or she takes up a new office, whichever is sooner or within such longer period as the relevant housing provider may allow and to

leave the property clean and tidy and clear of all personal possessions belonging to the office holder or any members of his or her household residing in the property.

(2) If an office holder dies whilst occupying the property any member of his or her household living in the property at that time may remain in occupation for the period of three months from the date of the office holder's death or such longer period as the relevant housing provider may allow and any such person shall, for the duration of his or her occupation, be subject to the same obligations, so far as relevant, under this regulation as is the office holder.

(3) The office holder shall keep the relevant housing provider informed of matters arising from any notice given to him or her by a Government department, local or other public authority, public utility undertaker or, in the case of property held on a lease or tenancy, the landlord of the property; and the relevant housing provider shall, unless it agrees otherwise with the office holder, advise on or undertake negotiations in respect of any such matters.