



REQUEST FOR CONSENT TO HOUSE A PET IN A LEASEHOLD PROPERTY

Overview for Leaseholders – Homeground and Consent to House a Pet in a Leasehold Property

Homeground Management Limited (“HomeGround”) are appointed to manage the landlord’s obligations under your lease. Our services are designed to make it as easy and convenient as possible for you to obtain lease information and the formal consent which may be required under your lease.

A lease will typically contain restrictions about what a leaseholder can do in their property, including housing a pet. Therefore if you wish to house a pet at your property the starting point should be to check your lease itself to see if there is a:

- “no pet” restriction, or
- requirement to **obtain the landlords consent** before a pet can be kept at the property

If there is a strict “no pets” restriction in your lease, your landlord would not grant consent and if you were applying retrospectively then this would be a breach of your lease.

If your lease states that you cannot house a pet at your property without the landlord’s consent, we strongly recommend that you submit an application prior to housing the pet to avoid any possible disappointment.

Once we are in receipt of your application form and our **non-refundable assessment fee of £50.00** we will carry out our review which will involve:

- checking your lease to see if you are permitted to house a pet at the property
- reviewing the freehold and leasehold titles for any restriction preventing pets from being kept at the property
- consult with the managing agents at the site to see if they have any objections to your request

Our response time is usually 3 – 5 working days to review your request. We will then tell you whether we are able to grant consent to house the pet, and if we can then we will draft the licence. The licence will formally record the landlord’s consent to house a pet.

How to communicate with us

We aim to provide you with an efficient and cost effective service. We do not have an incoming telephone line, but we are committed to acknowledging and responding to your enquiries as quickly as possible. Where, for speed or efficiency we need to speak to you, our adviser acting for you will contact you if they have any queries about your application.

Our primary contact methods are below, and we ask that all communications are clearly referenced with your full address, and also your 12-digit Tenant Reference Number so that we can quickly and easily locate your account details.

How to Apply

1. Apply On-Line

For this you would need to have registered your account first. Once logged in you will find our Online Services and Applications. Click on Consent to House a Pet to make payment of via our tenant portal.

2. Download a form and post or email it back to us

Once completed the form can either be scanned and emailed to legal@homegroundonline.com or sent by post to:

HomeGround Management Limited
PO Box 6433
London W1A 2UZ

Other methods of payment:

Electronic Bank Transfer:

Account Name: HomeGround Management Limited
Account Number 04046315
Sort Code: 18-00-02
Bank Address: Coutts & Co, 440 the Strand, WC2R 0QS
Please quote **LH/**Your 12-digit tenant reference number

Cheque:

Please make cheque payable to “HomeGround Management Limited” and return with your application.

Administration Charges - Summary of Tenants' Rights and Obligations

- (1) *This summary, which briefly sets out your rights and obligations in relation to administration charges, must by law accompany a demand for administration charges. Unless a summary is sent to you with a demand, you may withhold the administration charge. The summary does not give a full interpretation of the law and if you are in any doubt about your rights and obligations you should seek independent advice.*
- (2) *An administration charge is an amount which may be payable by you as part of or in addition to the rent directly or indirectly –*
 - *for or in connection with the grant of an approval under your lease, or an application for such approval;*
 - *for or in connection with the provision of information or documents;*
 - *in respect of your failure to make any payment due under your lease; or*
 - *in connection with a breach of a covenant or condition of your lease.*
- (3) *If you are liable to pay an administration charge, it is payable only to the extent that the amount is reasonable. Any provision contained in a grant of a lease under the right to buy under the Housing Act 1985, which claims to allow the landlord to charge a sum for consent or approval, is void.*
- (4) *You have the right to ask the First-tier Tribunal whether an administration charge is payable. You may make a request before or after you have paid the administration charge. If the tribunal determines the charge is payable, the tribunal may also determine –*
 - *who should pay the administration charge and whom it should be paid to;*
 - *the amount;*
 - *the date it should be paid by; and*
 - *how it should be paid.*

However, you do not have this right where –

 - *a matter has been agreed to or admitted by you;*
 - *a matter has been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the administration charge arose; or*
 - *a matter has been decided by a court.*
- (5) *You have the right to apply to the First-tier Tribunal for an order varying the lease on the grounds that any administration charge specified in the lease, or any formula specified in the lease for calculating an administration charge is unreasonable.*
- (6) *Where you seek a determination or order from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such an application may incur additional costs, such as professional fees, which you may have to pay.*
- (7) *The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.*
- (8) *Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, a tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.*