



Subletting or Renting your Property

Application Form for Leaseholders

Please return this form along with a signed and dated copy of the Tenancy Agreement and payment of £65.00.

Property Description

Customer Reference Number:	
Leasehold Property Address:	

Leaseholder Contact Information

Leaseholder Full Name:	
Leaseholder Email Address:	
Leaseholder Telephone Number:	
Alternative Correspondence Address: As you will no longer be residing at your property, please provide us with an alternative address to which we will send all future Ground Rent demands and postal correspondence.	

Details of your Tenant(s)

Name(s) of Tenant(s)	
Start Date of Tenancy	
End date of Tenancy	

Application Declaration

Please read the below terms and conditions carefully and sign to confirm that you have read and understand what is set out below.

I/We hereby agree that:

1. I/ We shall apply and pay for a new application on **each and every change of Tenant.**
2. I/We can request to extend the period of validity provided by the Landlord (if required), by written notice to the Landlord within one month of the end of the Length of Tenancy subject to the Sub-tenant/s remaining the same.
3. My/our Tenant/s are required to abide by and conform to the covenants and obligations placed on me/us by the Lease (except those relating to the payment of ground rent). The covenants and obligations in the Lease will remain in full force and effect.
4. Nothing in the tenancy agreement shall releases me/us from my/our obligations, responsibilities or duties under the Lease
5. In the event that legal action is required to enforce any provision of the consent, the prevailing party shall be entitled to recover all reasonable fees and costs.
6. I/We shall pay the reasonable costs/disbursements of the Landlord in administering the consent.
7. I/We confirm I/We have performed the relevant Right to Rent Checks as required by the Immigration Act 2014.
8. I/ We have informed my/our Mortgage Lender and the Managing Agents of my/our intention to rent my/our property (if applicable)
9. I/We have obtained a Housing in Multiple Occupation (“HMO”) or Selective Licence from my/our Local Council (if applicable)
10. I/We confirm that all information provided to the Landlord relating to this application is both true and correct.

Signed:

Name:

Date:

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.*