

# **Subletting**

## **Information for leaseholders**

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If you are a homeowner and you would like to rent your home to someone else, this is called subletting. You are required to register all sublets with us.

We will consider all applications to sublet, which is dependent on the lease of the property. We aim to be reasonable, consistent and fair in deciding whether to give permission.

We will acknowledge receipt of your application within 5 working days and keep you updated on next steps.

### **I own 100% of my property, my lease gives right to sublet?**

If you own 100% of your property and your lease says you can sublet, you do not need our consent and therefore not required to complete an application.

However, you will still need to supply us with the following information.

- The person who is acting as your letting and managing agent and the authority that they have to act for you in an emergency
- Relevant contact details for your agent, including postal address, email and telephone numbers
- The person we can contact in the event that you or your agent is not available. Please provide us with their contact details and set out what authority they have to act for you in the event of an emergency
- Your contact details, including postal address, email, and telephone numbers
- If you are, or will be, spending time abroad, who in the UK can act for you in your absence if we are not able to contact you

### **I own 100% of my property, but my lease prohibits subletting, what can I do?**

Sometimes, the lease may prohibit you from subletting even if you own the leasehold property outright, so you will need permission from the freeholder. Where this is the case you will need to apply for our consent by completing the enclosed 'Request to Sublet Form'.

## I don't own 100% share of my property, can I still sublet?

Generally, shared ownership leases do not give customers the right to sublet their homes.

However, there may be exceptional circumstances where permission for a limited period, is given.

Cases which will be considered are those of unavoidable need, for example:

- You have a temporary contract of employment which you need to relocate for
- The property has become unsaleable, and this is causing severe hardship

### Costs

We will apply an administration fee to process your application for consent to sublet. The fee is non-refundable regardless of the outcome.

The below table provides an overview of our fee in relation consent to sublet.

<b>Costs</b>			
<b>What</b>	<b>Cost</b>	<b>VAT</b>	<b>Final cost</b>
Fee to submit an application to sublet	£120.00	20%	£144.00
Additional fee for dealing with matters/disputes/complaints involving your tenants	£50.00	20%	£60.00
Payment of fees can be made by BACS our account details are below			
Reference - This will be your property reference number followed by 'SR' e.g. 123456SR			
Account Name	A2Dominion Housing Group		
Account Number	20621250		
Sort Code	20-47-23		

## Important information to consider before subletting your home

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Leaving the property unoccupied for an extended period will mean that certain insurance cover will be removed or reduced. Please make sure that you refer to the current insurance policy to understand what these will be. Under the terms of your lease, you must not do anything to invalidate the insurance for the building. This is a very important provision which you must not breach.

When you sublet your property, you remain responsible for all the covenants (the terms and obligations) in your lease. As the leaseholder, you'll be responsible for making sure your tenants don't breach the lease.

We may on occasion talk to your tenant directly for practical purposes, for example, when we need to gain access to view part of the property or block. However, we will contact you for all formal communications or your agent if you prefer.

We will not contact your tenant in any matters relating to their tenancy with you, or any matter relating to their occupation of your property. If we do have to become involved in any matter, we will charge an administration fee of £50.00 plus VAT per hour for dealing with this.

Where we do not have a current correspondence address for you, we will serve any formal notices on the property only.

By letting out your property, you are becoming a landlord and will be taking on the responsibilities of being one. We would therefore suggest that you take professional advice from a solicitor or reputable property management agent, to make sure that you understand the full extent of your responsibilities.



## Minimum Requirements for Subletting

These requirements are minimum requirements for our consent to sublet your property. They are in addition to any other regulations or rules that govern or control consent to sublet.

You need to meet these requirements before we can give permission

Below is guidance on minimum requirements.

For shared owners only:

- You must send us copies of documents to support your request where this relates to exceptional circumstances you would like us to consider.
- The subletting must be to a person for whom our criteria for shared ownership applies.
- The total rent charged must not exceed the total of the outgoings for the property.
- The tenancy must be an assured shorthold tenancy for no more than 12 months. Compliance with the lease terms (other than payment of our rent and service charges) must be a condition of the tenancy.
- You must sublet the property through a reputable managing agent and provide us with their contact details.
- All applicants are required to ensure your rent and service charge account are clear of any arrears.
- Set up a direct debit to pay the rent and service charge. Please complete the enclosed direct debit request form.
- Send us a copy of the tenancy agreement.
- Send us a copy of your mortgagee's approval to the subletting.
- Provide a forwarding address, email, and telephone number in case of emergency and for rent and service charge queries.

- Pay administrative costs. These currently stand at £120.00 (ex VAT). This fee is payable regardless of whether we permit you to sublet and covers our costs of considering your circumstances.
- Let us know in writing that you are ending the sublet.
- Send us copies of consent and the conditions of that consent from the mortgage lender.
- Where applicable, please send us copies of any local authority requirements and conditions.

Our permission to sublet is conditional on these minimum requirements being met. This is in addition to any other specific requirements set by us or a superior landlord or other interested party.

Failure to comply with these requirements will mean that any consent given by us is deemed withdrawn. If we withdraw consent you will be in breach of your lease. This could result in charges being made to you until the breach is remedied. Being in breach of your lease can also result in the loss of your home. It is very important therefore that you comply with these conditions.

If you are unclear about anything in the final consent or this general guidance please get in touch with us on 0800 432 0077. Please note that it is your sole responsibility to make sure that all relevant requirements are complied with.

## REQUEST TO SUBLET FORM

Name	
Property Reference	
Address	
Reason for subletting property  (Please attach relevant documents i.e. offer of employment, medical letter etc)  N.B. if your reason relates to financial hardship – please complete an ‘Income and Expenditure’ form’.	
Please state the duration you intend to sublet for.  (Maximum duration for shared owners is 12 months)	

<p>Please tell us how your sublet property will be managed.</p> <p>(A reputable managing agent must be appointed for shared ownership properties)</p> <p>N.B. if you intend to have someone other than yourself managing the property and would like for them to be able to contact A2Dominion in relation to your property, you will need to complete a Consent to Share' form.</p>	<p>(a) I manage the subletting myself privately. <input type="checkbox"/></p> <p>(b) I intend to appoint a Managing Agent to manage the property on my behalf. <input type="checkbox"/></p> <p>If other, please specify</p> <p>-----</p>
<p><b>Consent to share</b></p>	
<p><b>Tenant name</b></p>	
<p><b>Managing agents name</b></p>	
<p><b>I am happy for my tenant/s or managing agents to contact A2Dominion about...</b></p>	<p>Repairs <input type="checkbox"/></p> <p>Rent &amp; Service Charges <input type="checkbox"/></p>

<b>Mortgagee's approval</b>  <b>N.B. You will need to provide proof that permission has been given before we can provide our consent - (emails are sufficient)</b>  <b>N.B. If you have answered A, B or C we will not provide our consent.</b>	(a) I have not contacted my mortgage lender to request approval.	<input type="checkbox"/>
	(b) I have requested approval from my mortgage lender and await their response.	<input type="checkbox"/>
	(c) My mortgage lender has withheld consent for the property to be sublet.	<input type="checkbox"/>
	(d) My mortgage lender has agreed consent for the property to be sublet.	<input type="checkbox"/>
	(e) I do not have a mortgage.	<input type="checkbox"/>
<b>Should consent be given, please detail the total rent to be charged:</b>	£	weekly/monthly (circle as appropriate)

Signature..... Date.....

N.B for this form to be processed the administration fee required must be paid  
 Once completed please send your form to [leasehold@a2dominion.co.uk](mailto:leasehold@a2dominion.co.uk) or post to 113 Uxbridge Road, Ealing, W5 5TL.