

**The Manor Fields Estate Limited**

**Subletting: Notes for leaseholders**

The Manor Fields lease requires leaseholders to obtain the consent of the company (also called a Licence to Sublet) before subletting their flat. Leaseholders must not permit any subtenant to occupy their flat before the Licence to Sublet and the subtenancy agreement have been entered into.

If you intend to sublet your flat, please complete the Request form at the end of these notes and return it to the Estate Office as soon as possible.

Licences to Sublet are handled for the company by its managing agents, Kinleigh Folkard & Hayward (Nelson House, 58 Wimbledon Hill Road, London SW19 7PA).

The Manor Fields lease requires leaseholders to pay the company's costs in connection with the Licence to Sublet. These costs are, at present, £180 (incl VAT)[[1]](#footnote-1). Receipt of payment of the company's costs is handled by KFH. Please make the payment at the same time as you give the Request form to the Estate Office[[2]](#footnote-2).

The Licence to Sublet does not obviate the need for you to obtain any other consent which may be required.

**Length of subtenancies**

The company expects a subtenancy to be for at least 12 months (except in the case of a renewal to an existing subtenant).

**Rent**

The Manor Fields lease requires that the rent to be paid under any subtenancy agreement is at least the current amount of your service charge. Please note that this does not mean that your subtenant becomes responsible for paying the service charge: that remains your responsibility as leaseholder.

**Occupation**

The Manor Fields lease allows your flat to be occupied only by a single-family household and as a private residence. This means that flat sharers are not permitted. It also means that lodgers or arrangements such as Airbnb are not permitted.

You must inform the company (at the Estate Office) if your flat will be unoccupied for more than 45 days at a time.

All proposed adult occupiers must be named as subtenants in any subtenancy agreement and must also sign the Licence.

**Company lets**

Company lets are permitted only where the occupier will be a director or other officer of the subtenant company (and members of his/her family). The subtenant company should also be a company incorporated and registered in England and Wales.

**Terms of the consent and the subtenancy**

The terms of the subtenancy agreement must:

* forbid assignment of the subtenancy and any further underletting (by the subtenant);
* forbid the subtenant(s) from carrying out any works to the flat (or garage) and from making any changes to the service media at or serving it;
* permit occupation only as set out in these notes;
* make the subtenant(s) responsible for complying with the obligations of the lessee set out in your lease, other than as to payment of rent and service charge;
* make the subtenant(s) responsible for complying with current regulations applying to leaseholders and residents generally and with any such regulations which may be made during the subtenancy; and
* include a provision allowing the leaseholder (as landlord of the subtenancy) to end the subtenancy if the subtenant is in breach of its obligations in the subtenancy agreement.

The Licence to Sublet will require you to enforce these terms and will include an agreement by the subtenant(s) directly with the company as to these matters. A copy of the Manor Fields lease will be annexed to the Licence. Please send a copy of the completed subtenancy agreement to KFH no later than one month after it has been entered into.

**Renewals of subtenancies**

The Licence to Sublet will permit both the initial subtenancy and any renewal of it as long as the renewal is to the same subtenant(s) and complies with the requirements of the Licence.

**Signing and completing the Licence**

The Licence will be prepared and signed in three parts:

* One signature copy will be posted to you. Please sign (but do not date) this as indicated, return it to KFH as soon as possible. However, if you are resident overseas, KFH will email you a PDF of the Licence. Please print, sign (but do not date), scan and return this to KFH (and return the signed hard copy to KFH as soon as possible).
* A second signature copy will be sent to the Estate Office: this is for your subtenants to sign (KFH will email your subtenants asking them to call into to the Estate Office, but you should also ensure that they do this).
* The third part will be signed by the company and sent to you after completion.

You must not complete the subtenancy or allow your subtenant(s) to occupy your flat before the Licence has been completed.

**Request for Licence to Sublet**

**To The Manor Fields Estate Limited**

I/We propose to sublet flat ........, ..................................House [and garage ……………] Manor Fields.

**Leaseholder details**

Please print name of leaseholder(s): .............................................................................................................................................................

.............................................................................................................................................................

*Please give full names. If there is more than one leaseholder, please give full names of all of them.*

Leaseholder reference: ...................................................................................................................

*This is the reference shown on your ground rent and service charge demands.*

Contact details of leaseholder(s) during the subtenancy:

Address: …………………………………………………………….………………………………………………….…………..….………..

………………………………………………………………………………………………………………………………………………….........

Telephone: ............................................................................................................................................

Email: ....................................................................................................................................................

*If applicable:* I/We have appointed an agent to manage the proposed subtenancy and, so far as the company may be concerned, this agent is empowered to act for me/us for all purposes connected with the subtenancy (including in case of emergency) and should be contacted in place of me/us. The agent's name and contact details are:

Name: .................................................................................................................................................

Address: .............................................................................................................................................

Telephone: .........................................................................................................................................

Email: .................................................................................................................................................

I/We understand that notification of these contact details shall not change or override the registered address I/we have given to the company for the purposes of any shareholding in the company or for any other purposes connected with my/our ownership of the flat (and, where relevant, any garage and/or any other flat or garage on the Manor Fields estate).

**Proposed subtenant(s)**

Name(s): .............................................................................................................................................

…………………………………………………………………………………………………………………………………………............

*If individuals, all proposed adult occupiers must be named as subtenants.*

If the proposed subtenant is a company:

Name of the company: ........……………………………………………………………………………………………………………….

Registered number of the company: .......................................................................................................

Registered office address: ……………………………………………………………………………………………….....................

Name of director or other officer who it is proposed will occupy: ..........................................................

Contact details of the proposed subtenant(s) for the duration of the subtenancy:

Email: ......................................................................................................................................................

Telephone: ..............................................................................................................................................

Contact details for after the end of the subtenancy:

Address: ….............................................................................................................................................

*If not known this may be ‘care of the flat’*

Email: ...................................................................................................................................................

**Subtenancy information**

The rent proposed to be payable by the subtenant(s) is £ .................................... per annum.

*This must be at least the amount of the service charge payable for the flat.*

The length of the proposed subtenancy is.................... months from the date the subtenancy is entered into.

*Except in the case of a renewal to an existing subtenant, this should be not less than 12 months.*

I/We enclose a cheque for £180 payable to Kinleigh Limited client account in payment of the company's costs in connection with the consent.

*OR*

I/We have paid £180 in payment of the company's costs in connection with the consent to the account of Kinleigh Limited, sort code 30-98-97 account number 02520407.

*Please delete as appropriate*

Signed......................................................................................................................................................

…………………………………………………………………………………………………………………………………………………............

*If there is more than one leaseholder, then all should sign.*

Date.............................................................

1. This amount is on the assumption that you give the completed Request form to the Estate promptly, pay the costs at the same time as giving the Request form to the Estate Office and that you return the relevant documentation to KFH promptly. In other cases, an additional amount may be charged. [↑](#footnote-ref-1)
2. If you use managing agents, please still pay the costs as indicated above. It is not acceptable to instruct your agent to pay the costs only after the receipt of rent from your proposed subtenants. [↑](#footnote-ref-2)