**ORIGIN HOUSING LIMITED**

**SUBLETTING BY LEASEHOLDERS WHERE THIS IS PERMITTED BY THE LEASE**

**GENERAL CONDITIONS APPLICABLE TO ALL SUBLETTING BY LEASEHOLDERS & FREEHOLDERS**

1 To pay the fee of £360.00 (£300.00 plus VAT).

2 If there is a charge on the property, the mortgagee’s written consent must be obtained.

3 The Leaseholder must maintain adequate contents and liability insurance.

4 To pay the fee to Origin Housing in advance.

As the leaseholder to the property you remain responsible for complying with all terms of the lease, this includes and is not limited to paying of all charges applicable or costs incurred by your tenant, ensuring that the property is kept in a good state of repair and ensuring your tenants do not cause any nuisance to other residents.

5 Consent will be subject to all documents and proofs being provided.

6 A formal tenancy agreement must exist and a copy provided to Origin Housing Limited.

6.1 The tenancy agreement must comply with the Letting Agreement defined under the 1988 Housing Act – as modified by the Housing Act 1996.

6.2 The agreement must specify that all relevant conditions in the lease and estate management regulations must be part of the agreement

6.3 The term of the tenancy agreement must be for an initial term of not less than 6 months.

6.4 You may not sub-let on a short term or holiday let basis

7 The owner must provide his/her correspondence address, together with contact telephone number and email address. If no managing agent is appointed, a local key holder should be appointed to access the premises in an emergency (such as a serious leak so as to avoid damage to the property and neighbouring properties).

8 Owners must make arrangements for post to be forwarded to themselves or their appointed agent in the UK, to be attended to promptly. All legal notices will be served on the property in accordance with the lease and good practice. It is the owners’ responsibility to ensure that they receive any mail addressed to the property. (Note that it is assumed that post is received within 2 working days of posting or within 24 hours if delivered by hand).

9 All legal regulations must be complied with, including current electrical and gas safety certificates relating to the services to the property and any relevant appliances.

10 Origin Housing Limited will not communicate with sub-tenants on any matter, including reporting repairs to communal areas maintained by Origin Housing Limited. Only the Leaseholder or their managing agents acting on their behalf may contact Origin Housing Limited.

11 For retirement leasehold housing only, the named tenant must be over the age of 60 years and must live at the address. A joint tenant or spouse co-habiting may be under the age of 60 years with prior approval. All tenants must provide information that would be required from a resident leaseholder. Apart from occasional overnight visitors (maximum 2 nights in any 10 except with advance agreement of the Freeholder) no other residents under the age of 60 are permitted for the whole term of the tenancy.

12 We strongly recommend that a managing agent, registered with ARLA, lets and manages the property professionally for the duration and their details be provided e.g. Name, Address and contact telephone number

13 Origin Housing Limited will only grant consent to subletting on the basis that the Leaseholder agrees not to discriminate on the basis of:

13.1 age;

13.2 being or becoming a transsexual person;

13.3 being married or in a civil partnership;

13.4 being pregnant or on maternity leave;

13.5 disability:

13.6 race including colour nationality ethnic or national origin:

13.7 religion, belief or lack of religion or belief;

13.8 gender;

13.9 sexual orientation;

13.10 benefit receipt status.

**REQUIRED INFORMATION**

Name of Leaseholder(s):

Property Address:

Correspondence Address:

Mobile Number:

Landline Number:

Email Address:

Sublet Arrangements (Please confirm how the sublet will be managed)

Private sublet (Y/N):

Managing Agent (Y/N):

Other (please specify):

Managing agent’s details:

Name of Managing Agents:

Managing agents address:

Telephone number:

Email address:

Tenant Name:

Tenant telephone number:

Tenant email address:

I confirm that I / we, am/are the owner(s) of the property above mentioned property and have read and agree to abide by the terms and conditions detailed in this document. I / we the above named leaseholder(s) confirm that the details given are correct.

Signed:

Dated:

Please retain one copy and return the other to the Rents and Service Charge Team, Origin Housing Ltd, St Richard’s House, Eversholt Street, London NW1 1BS;

Signed on behalf of Origin Housing Limited:

Date:

Name:

Job title:

ADMINISTRATION CHARGES – SUMMARY OF 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 full interpretation of the law and if you are in doubt 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:-

2.1 for or in connection with the gran of an approval under your lease, or an application for such approval;

2.2 for or in connection with the provision of information or documents;

2.3 in respect of your failure to make any payment due under your lease; or

2.4 in connection with a breach of covenant or condition of your lease.

If you are liable to pay an administration charge, it is payable only to the extent that the amount is reasonable.

3 Any provision contained in a grant of a lease under the right to buy under the Housing Act 1985, which allow the landlord to charge a sum for consent or approval is void.

4 You:

4.1 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:

4.1.1 who should pay the administration charge and who it should be paid to;

4.1.2 the amount;

4.1.3 the date it should be paid by; and

4.1.4 how it should be paid.

4.2 do not have this right where:

 4.2.1 a matter has been agreed to or admitted by you:

4.2.2 a matter has been, or is to be, referred to arbitration or has been determined by arbitration after the disagreement about the administration charge arose; or

4.2.3 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 Tribunal, 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.