



Leaseholders

A guide to subletting your home

Can I sublet my home?

If you, or the original buyer, bought your home under the Right to Buy scheme there are no restrictions on subletting other than keeping the flat as a single private residence. However, you may be required to enter into a Deed of Covenant. Certain leases have a clause, which expects leaseholders who sublet to sign a Deed of Covenant with their tenants, which binds the tenants to the covenants of the lease. At present, the charge for this is £200.00.

If you have a mortgage you will generally need permission from your mortgage lender to sublet.

You are **not** allowed to erect a 'To Let' notice inside or outside the property.

Registering the subletting

If your home is to be sublet, you need to send to the Home Ownership Service:-

- (1) A copy of the tenancy agreement with the sub-tenant.
- (2) A forwarding correspondence address for yourself
- (3) Details of any managing agent
- (4) A contact number for you and your managing agent, if you have one, in case of emergency.

Please note that this requirement applies whether the property is sublet to an individual, a social landlord or housing association.

Legal notices, including consultation notices for major works will be delivered to your property and to the correspondence address you give us.

Service Charge bills will be sent directly to your correspondence address.

Gas Safety Regulations

Becoming a landlord brings with it extra responsibilities including requirements of the gas safety (installation and use) regulations 1998.

You must arrange for an annual gas safety check to be carried out by a GAS SAFE registered gas engineer. It is essential that this be carried out before any tenant takes up occupation and it is a criminal offence, punishable by a fine or imprisonment not to do so. Please provide a copy of the certificate to your tenants and also to:

The Operations Manager

Engineering Services
Birchmere Centre
Eastern Way
Thamesmead SE28 8BF

Energy Performance Certificate

From 1 October 2008, if you are renting out your property, you will need to provide an Energy Performance Certificate (EPC) prepared by an accredited Energy Performance Assessor to any prospective tenant. There is no need to obtain an (EPC) for an existing tenancy. Once obtained, a certificate remains valid for up to 10 years.

If a valid (EPC) still exists when changing tenants no new certificate is required. This applies to both private and social sector landlords and tenants.

Anti Social Behaviour

You are responsible for the behaviour of your sub-tenants, their family and their visitors.

You will need to ensure that the tenants keep to the covenants of the lease that you have signed.

These include:-

- (1) Not causing nuisance, annoyance or harassment to neighbours.
- (2) Not allowing illegal acts to take place in the property.

If they do, you will be breaking your lease conditions and the Council will take action. This may mean taking legal action against you.

Insurance

It is essential that you ensure that your property contents are adequately insured and that your contents insurance policy will remain in force when the property is let; as many policies do not cover let properties.

Repairs

You should give your tenants information about who to contact to get repairs done within the flat and contact numbers for the Council repairs team for external repairs.

Furnished properties

- (1) Electrical appliances must be safe and although the law does not require testing, an annual test is recommended. Dangerous appliances leave a landlord open to prosecution and/or compensation claims from tenants.
- (2) Upholstered furniture must comply with flammability requirements. These regulations require that upholstered furniture must have a fire resistant filling material, the cover fabric must have passed a match resistance test, and the combination of the cover fabric and filling must have passed a cigarette resistance test.

Examples are:- Settees, chairs, bed bases, mattresses, stools, dining chairs and sofa beds.

How to end a tenancy

The procedure you need to follow depends on the type of tenancy created. The correct legal procedure must be followed in each case.

For further information please see the booklet 'Assured and Assured Shorthold Tenancies'. This can be downloaded from the website www.communities.gov.uk then click on publications.

Harassment and illegal eviction.

It is a criminal offence for a landlord to:

- Take any action to interfere with a tenant's rights, which is likely to cause the tenant to vacate their accommodation.
- Evict a residential occupier without following the correct procedures to obtain possession.

In the case of Assured and Assured Shorthold tenancies, a court order is required to legally evict the tenant. This applies even when you believe the tenant has broken the terms of the contract.

Landlord and tenant law

When a letting is agreed between a landlord and a tenant, it creates a legal relationship between the two parties. Both the landlord and the tenant take on certain rights and responsibilities, some are listed below.

(Landlord rights and obligations)

- To draw up a contract and propose the conditions of tenancy.
- To decide on the term of the tenancy i.e. fixed term (commonly 6 or 12 months).
- To receive rent from the tenant when it is due.
- To be informed of any disrepair.

- To inspect the property giving reasonable notice (at least 24 hours notice in writing) to the tenant by the landlord.
- To be given proper notice by the tenant that they wish to leave.
- To take repossession proceedings where necessary, as required by law.

(Tenants rights and obligations)

- To know the terms and conditions of tenancy i.e. start date, length of tenancy, amount of rent and dates in which rent should be paid.
- To know the name and address of the landlord/managing agent.
- To have a rent book or a receipt for rent payment.
- To pay the rent when it is due.
- To have the property maintained to a reasonable standard and to have repairs carried out promptly and safely.
- To be served a court order if being asked to leave against their will.
- To give proper notice to end the tenancy.
- To be given at least 24 hours notice in writing of the landlords intention to visit the property.

Please note this list is intended as a basic checklist, and not a definitive list of rules.

If you have any doubt about your responsibilities, legal advice should be taken.

Useful Contact Numbers

The Home Ownership Service
4th Floor, Woolwich Centre
35 Wellington Street
Woolwich, SE18 6HQ

Telephone: 020 8854 8888
Email: Home.Ownership
@royalgreenwich.gov.uk

Leasehold Admin Team

For leasehold issues:
Telephone: 020 8921 4299
020 8921 4055

Assignments

Telephone: 020 8921 4036

Enfranchisements

Telephone: 020 8921 4051

Subletting

Telephone: 020 8921 4097

Service Charge and Capital Works Collection

Telephone:
020 8921 4015
020 8921 4067
020 8921 4093
020 8921 4095

Cleansweep Contact Centre

Telephone: 020 8921 4661

Repairs Contact Centre

Telephone: 020 8921 8900

