



BARTHOLOMEWS

PROPERTY MANAGERS • SURVEYORS

Sandown Lodge Estate (Epsom) Limited Application to Sub-Let

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INTRODUCTION

The Managing Agents (Bartholomews) and the Lessor (Sandown Lodge Estate (Epsom) Limited) recognise the right of lessees on the estate to sub-let to tenants.

In the interests of all however, we need to ensure that sub-lets abide by the law and the conditions of the lease. Since 2007, the estate has sought to support this via a formal process of prior application under its agreed sub-letting policy.

PROCESS FOR MAKING AN APPLICATION

Please submit your application using the form below (page 5), enclosing the applicable fee and supporting documents. The form can be completed by the Lessee or Letting Agent but should be signed by the Lessee, and submitted to Bartholomews at least seven working days before the tenancy is due to start.

SUB-LETTING POLICY

Tenancy Agreements

- a) Letting to a private tenant must be by an Assured Shorthold Tenancy Agreement only.
- b) In the case of a reputable company accepted to sub-let, the tenancy agreement must include the company registration number.
- c) At least four weeks' notice must be given to the Managing Agents of any subsequent change of tenants.
- d) Please note that embassy lets are discouraged as their employees may carry diplomatic immunity, and be outside the English legal system.

Conditions

- a) The conditions of the tenancy must cover all of the lessee's (owner's) covenants under the lease. Please see the extract from Third Schedule of Lease set out below.
- b) The property may only be let as a self-contained private residential flat occupied as the main residence of one family or household. Sharing by unrelated occupants is not permitted.
- c) All parties over the age of 18 residing in the property must sign the contract.

References

- a) Copies of references are requested. These may be from the tenants' bank, employer, former landlord etc. or alternatively a tenant reference report from a recognised tenant referencing agency.
- b) In the case of a company, acceptable references from both company accountant and solicitor are requested.

Proof of Identity

For each proposed tenant a copy of the following documents is requested or, alternatively, a report from a recognised tenant referencing agency confirming the right to rent:

- a) Passport
- b) National Insurance Card
- c) Utility bill and bank statement confirming current address
- d) Visa and National Identity Card (if not a UK resident)

Health & Safety

Copies of the following documents must be provided:

- a) Gas Safety Certificate issued by a Gas Safe Registered engineer.

Copies of the following documents should be issued where possible:

- a) Electrical Safety Certificate issued by a qualified electrician.
- b) Plumbers report on safety/security of connections and accessibility/operability of stopcocks..

General Notes

Any Lessee who sub-lets his/her property without prior application to the Lessor (via Bartholomews) may be subject to legal action for breach of lease covenants.

Applications will not be considered where there are arrears of service charges on the property concerned.

No other individual is to be permitted to stay at the property regularly without the prior consent of the Lessor.

By signing the enclosed application form the Lessee undertakes to take all necessary action to end the tenancy should the tenant breach any of the requirements of the Lease or of the tenancy agreement.

Where the Flat has the benefit of an allocated garage parking space this must be included, free and unencumbered, as part of the sub-let.

Parking controls apply on the roadway parking bays of Sandown Lodge and discretionary permits are available on application to the Directors. Parking in the allocated garage bay does not require a permit.

APPLICATION FEE

Reviewing applications to sub-let is additional to Bartholomews management remit and a fee of £75 plus VAT is payable by the Lessee for this service. The fee may be paid by cheque (payable to Bartholomews) or bank transfer.

Please note that whether the application is accepted or rejected, the Lessee will be liable to pay the fee and no refund will be given.

EXTRACT FROM THIRD SCHEDULE OF LEASE AS AMENDED UNDER CLAUSE 12

(This extract is offered as guidance and does not replace the full provisions of the Lease and Clause 12 amendments.)

Restrictions imposed in respect of the Flat

1. Not to use the Flat or the common parts of the Buildings for any purpose from which a nuisance can arise or for any illegal or immoral purpose.
2. Not to do or permit to be done, anything which could render void or voidable any policy of insurance on any flat or part of the Buildings or which may cause an increased premium to be payable.
3. Not to throw dirt rubbish bags or other refuse into the waste or soil pipes in the Flat or out of the windows.
4. Not to permit loud singing or playing of instruments or sound equipment between the hours of 11.00pm and 7.00am or at any time so as to cause annoyance to occupiers of the other flats. Residents are requested to avoid using the lifts between 11.00pm and 7.00am other than in emergencies.

5. Not to display signs or advertising of any kind so as to be visible from outside the Flat. No clothes or other articles are to be hung outside the Flat. No animal which in the opinion of the Lessor may cause annoyance to other occupiers is to be kept in the flat.

6. Residents are not permitted to park vans or other commercial vehicles overnight on the roadways of the estate, nor display 'for sale' or other commercial messages of any kind in or on their vehicles when parked on the estate,

7. The exterior of the flat is not to be decorated otherwise than by the Lessor.

8. Not to permit children to play in the gardens and forecourt of the said Buildings.

9. No television or other aerial to be placed on the outside of the Flat.

10. Entrance doors shall be kept shut as street doors and no lessee shall leave any item in the entrance hall, lifts, stairways or landings.

11. All floors of the Flat (other than bathroom and kitchen floors) are to be covered with carpet or similar material and all pianos or similar instruments shall be placed on rubber insulators.

DATA PROTECTION

With regard to information submitted in this application, Sandown Lodge Estate (Epsom) Limited and its Managing Agents (Bartholomews) are required to comply with the law governing the management and storage of personal data, as set out in the General Data Protection Regulation 2016 (GDPR) which came into force on 25 May 2018.

A full copy of the relevant data protection policy and procedures is available on request.

NOTES

FORM OF APPLICATION FOR LICENCE TO SUB LET

PROPERTY & APPLICANT CONTACT DETAILS

Name, Telephone Number, Email Address & Correspondence Address of Applicant (Lessee):

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ADDRESS OF PROPERTY TO WHICH APPLICATION RELATES:

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LETTING AGENT DETAILS, IF APPLICABLE

Name, Telephone Number, Email Address & Correspondence Address of Letting Agent:

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PROPOSED TENANTS (aged 18 or over)

1. Name, Email Address and Mobile Tel. No

2. Name, Email Address and Mobile Tel. No

Please list the name and date of birth of any intended occupants under the age of 18

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LENGTH OF TENANCY

Proposed Start/End Dates

DOCUMENTATION CHECKLIST

Copy of Tenancy Agreement	Previous Landlord Reference
Financial Reference (or Letting Agency report)	Personal Identification Documents (or Letting Agency report).
Employers Reference (or Letting Agency Report)	Health & Safety Reports (Gas, Electricity & Plumbing)

UNDERTAKINGS & AGREEMENT

1. I / We have read the provisions of the lease (in respect of sub-letting), the residents handbook and this application document and confirm that the terms of the proposed sub-letting comply with those conditions.
2. I / We have provided a copy of the lease regulations and a copy of the residents' handbook to the proposed tenant(s) and they are aware that they must observe and obey the terms of both documents at all times.
3. I / We confirm that I / We will not permit any other person to reside at the property other than those tenants and occupants named in the application document.
5. I / We undertake to take all necessary action to terminate the tenancy at the earliest opportunity in the event of material breach by the tenant of the terms of the tenancy agreement, lease regulations and / or this application document.

Name Signature Date