



## Delamere Park

### **A guide for Landlords who rent out properties on the Park**

Delamere Park is a lovely community in rural Cheshire with a unique set of shared resources managed on behalf of all the residents by Trustees under a Deed of Trust via Delamere Park Management Ltd (DPML).

#### **The Covenants**

All purchasers of Plots of land on the Park are required to sign a Deed of Covenant before the Land Registry will complete the transfer of the deeds. You will have signed the Covenant when you bought the property and as the signatory, it is the owner that is bound by those Covenants. If a property is rented and your tenant breaks the Covenants, it is the landlord who DPML would be forced to proceed against.

It is vital for your protection that you include as a minimum the Second Schedule of the Deed of Covenant in your tenancy agreement. If you do not, you may find yourself liable for actions of your tenants yet have very little recourse against the tenant. There have been a number of cases recently where tenants have breached the Covenants and the Landlord is left liable.

The covenant sets out the terms under which DPML operates and must be read in conjunction with the Deed of Trust and Articles of Association for DPML. The few leasehold properties on the Park (flats on The Downs) have similar provisions written into their leases. This document attempts to explain the day to day realities of how the Covenants etc work.

Perhaps the most important part of the Covenant is Schedule 2 which sets out certain conditions which plot holders must adhere to. In short these are

- 1) Not to cause annoyance to other residents of the Park
- 2) Not to modify or add to the external appearance, fences, or other structures on the plot without the prior permission of the Trustees. You also may not run a business from the premises. This clause also requires that the property only be occupied by a single household.
- 3) No washing may be hung out on Sundays or public holidays
- 4) Caravans, commercial vehicles or unroadworthy motor vehicles may not be kept in front of the building line
- 5) Driveways must not be obstructed
- 6) No advertisements may be placed on the premises other than a for sale sign for the property

These clauses may impact the Landlord as follows.

1) If a tenant causes say a noise nuisance the neighbours could of course proceed via CWAC council, but they would also have the option of asking DPML to proceed against the owner of the property under the Covenants. Unlike other noise nuisance procedures, the mere fact that neighbours consider it a nuisance may be sufficient for an action to succeed against you as opposed to the tenant.

2) The Trustees are required so far as possible to maintain the Landscaping Scheme of the Park and so will not approve changes which are likely to change the character of the Park. Groundwork changes in enclosed rear gardens are generally not an issue. Changes to the open plan nature of the front gardens are usually refused. Extensions which do not impact upon neighbours are usually acceptable. As a rule, changes which are in sympathy with the rest of the Park and agreed by neighbours are usually approved.

Where property is rented the Trustees would expect any request for a change to the property to come from the owner not the tenant. However, it would be possible for a tenant to apply for a change (say to colour scheme for a fence or garage door) so long as a letter from the owner of the building agreeing to the proposed change was attached.

It is important that landlords ensure that tenants do not run a business from the property as once again the liability rests with the owner not the tenant.

Your tenant may not run a business from the property. However, many people now have a small home office and/or "work from home" over the internet. These would not be considered to break this clause.

Subsection (iii) states that a property may be only be occupied by a single household. This clause effectively prohibits a property on the park being used as an HMO (House of Multiple Occupancy) or for short term lets such as AirBnB.

3) The clause on washing is not generally policed though it may need to be enforced in the event of a complaint.

4) Parking of commercial vehicles is a problem as some properties have drives clearly behind their building lines whereas many others do not. There are documents available from the office setting out how the Trustees would interpret the term 'Commercial Vehicle' and 'Line of the Building'.

It is critical that you ensure that any prospective tenants are aware of this clause and will abide by it. Any prospective tenants considering renting a property on the Park who wish to park a van or other work vehicle on the premises are advised to contact the Trustees for advice prior to committing to a tenancy. It would also be in the Landlord's interest to discuss this with the Trustees before agreeing to any tenancy where parking a commercial vehicle is a possibility. Several purchasers have fallen foul of being told by friends that this covenant was never enforced. The Trustees will enforce this covenant.

5) and 6) Again the Landlord would be held responsible for any breaches of these clauses

### **Plot Fees**

The community centre and amenity lands cost a considerable amount to run and maintain. The Covenants and Deed of Trust mandate that all Plot Owners on the Park must pay an annual equal contribution to the cost of running the Park.

The fees are payable on 1<sup>st</sup> October each year to cover the financial year ending 30<sup>th</sup> September the following year. If the fees are paid in full during October, there is normally a substantial discount from the headline full fee. About 90% of residents take advantage of this discount. A slightly smaller discount is available to those who choose to pay the fees in 10 monthly instalments. Of course, these discounts will be set each year at the OGM and are not guaranteed.

Where a property is rented, the Plot Fees are owed by the Plot Owner as a direct consequence of the Covenant. The Plot fees will only be invoiced to the Plot Owner. It is entirely between the Plot Owner as landlord and the tenant if there will be any charge to the tenant by way of Plot Fees or an increase in rent to cover the Fees. DPML have no mandate to approach tenants for Plot Fees. See below regarding access to facilities.

There is an Ordinary General Meeting of the Plot Owners every year (usually in September). Tenants are not allowed to vote at the OGM but would be welcome to attend as observers. The OGM provides an opportunity for Plot Owners to receive reports and question the Trustees and put motions to a vote of Plot Owners for changes they would like to see to the Park. The OGM also elects the Trustees. One of the main items of business is to approve the budget proposed by the Trustees and this includes the Plot Fees for the coming year.

**The current Plot Fees (1/10/25 to 30/9/26) are Full fee £1220, Early payment rate £998 and Monthly rate £110 x10 = £999.** The proposed fees for the following year will not be available until the OGM papers are sent out sometime during August.

Plot owners who are up to date with their plot fees have free access to the use of all facilities on the Park.

Where the property is rented, the right of access remains with the Plot owner. The Plot owner (Landlord) may if they choose opt to retain the right of access to the facilities for themselves and their immediate household. If they choose this option, the tenant and their family do not have access to the use of the facilities. They could of course be signed in by other plot owners but only as guests whilst their host is on the premises.

Most landlords however opt to transfer their access rights to the tenant and their family. This is perfectly in order so long as the Plot owner tells DPML that is the option they have chosen. The Plot Owner may change their mind between these 2 options at any time.

Family members of whoever has the access rights (landlord OR tenant) and who are resident on the Park also have free access. You may each sign in up to 3 of your friends to accompany you as your guests.

### **Information**

It is vital that a Landlords keeps DPML up to date with who the tenants are and their access status. Please let the office know when a tenancy comes to an end so that we can cancel the access rights. Also remember that tenants have to pay a £5 deposit for each access fob which is refunded if they return the fobs to reception. Also please let us know when any new tenant(s) move into your property on the park and if you have transferred your access rights to them or not.

2025