

## **Sussex Heights (Brighton) Limited**

### **Important Legal Information for All Leaseholders**

### **Subletting Regulations**

We have been asked by our clients Sussex Heights (Brighton) Limited to set out in very clear terms the requirements which you as a leaseholder must comply with when proposing to sublet your flat at Sussex Heights.

You will be aware your original lease contains restrictions (and covenants) with respect to subletting and rules and regulations have been introduced under the Lease with which you are requested to comply.

The restrictions with which you should familiarise yourself include the following:

1. You are not permitted to let part of your flat (as opposed to the whole of it).
2. You are not permitted to holiday let your flat or any part of it e.g. a single room.
3. The flat must be let to one family and the numbers occupying the flat should not exceed the following: a two-bedroom flat – 5 persons; a one-bedroom flat – 4 persons (a child under 10 will count as 0.5 of a person in accordance with guidelines issued under the Housing Act 1985)
4. Letting to students or for student accommodation is strictly prohibited.
5. The letting must be on the basis of an Assured Shorthold Tenancy for a period of at least 6 months and the tenancy must include a covenant by the tenant to observe and perform the covenants and conditions contained in the Lease.
6. The letting must be compliant with all current legislative and regulatory requirements. The Landlord must fully comply with the same and provide evidence of compliance to Sussex Heights (Brighton) Limited if requested to do so.
7. The letting must be to properly referenced professionals and must not be let, for example, as student letting or let to a Housing Association or Local Authority for ad hoc letting purposes.
8. The condition of the flat must be suitable for letting including the windows being fully curtained/furnished and the floors being fully carpeted.
9. The covenants with which you must comply with are as follows:
  - a. If you wish to let your flat you will need to ensure that the tenancy agreement with your tenant contains a clause whereby your tenant is promising to abide by the terms of your lease. An example clause is attached but will need to be adapted by you or your letting agent. If you fail to add such a clause to your tenant's tenancy agreement you will need to ensure that your tenant signs a Deed of Covenant promising to abide by the terms of your lease. In this case you must obtain a pro-forma Deed of Covenant from the Company's solicitors Dean Wilson LLP and pay their reasonable fees (currently £100 plus VAT) in connection with the same.
  - b. Once you have entered into any tenancy agreement for the letting of your flat at Sussex Heights you are required to give written notice of the agreement to the Company which you will need to send to Ellmans along with a copy of the tenancy agreement you have entered into with your tenant. Ellmans' current registration fee for receiving and dealing with the copy tenancy agreement is £3.15 inc VAT.

Please note failure to adhere to these restrictions or covenants is a breach of the term of the lease which is actionable by our client. If you are currently subletting your flat in breach of the restrictions or without complying with the covenants you must attend to that within the next 60 days by contacting Ellmans.

## EXAMPLE CLAUSE TO BE INSERTED INTO THE TENANCY AGREEMENT

Please note that this is an example only and must be adapted to fit the terms of your Tenancy and the definitions adopted in your Tenancy.

*“The Tenant acknowledges that it has been provided with a copy of the Landlord’s lease of the flat (“the Lease”). The Tenant hereby agrees with the Landlord and by way of a separate covenant with Sussex Heights (Brighton) Ltd (and acknowledges that this clause is enforceable separately by Sussex Heights (Brighton) Ltd) to comply with all of the obligations and covenants on part of the Landlord contained in the Lease, save for the payment of rent and service charges due as if those covenants and obligations were expressly set out in this Tenancy Agreement and made between the Tenant and Sussex Heights (Brighton) Ltd. The Landlord and/or Sussex Heights (Brighton) Limited may be entitled to take action to enforce the breach of such terms against the Tenant directly.”*