

Manor Fields

Subletting Process

It is a requirement of the lease at Manor Fields that Leaseholders obtain the consent of the company **prior** to subletting their flat. Subtenant(s) must not occupy the property until a Licence to Sublet has been formally signed by all parties and the tenancy agreement executed. Any sublet without compliance with these requirements constitutes a breach of the lease and may result in further action.

The Letting Charter below has been approved by the Board of Directors and, if adhered to, should prevent the need for escalation. However, it remains the Leaseholder's responsibility to ensure that their Letting Agent and Subtenant(s) are fully aware of, and comply with, these requirements.

All steps outlined below must be completed.

Leaseholder Obligations:

1. Leaseholders intending to sublet must make a request via the PLACES app or contact manager@manorfields.co.uk with their property details and a completed request form (enclosed). Licences to Sublet are administered on behalf of the Company by Encore, Manor Fields' appointed Managing Agent.
2. In accordance with the Manor Fields lease, Leaseholders are required to cover the Company's costs in connection with the Licence to Sublet. The current fee is £108 including VAT.
3. The Licence to Sublet will be prepared upon receipt by Encore of:
 - the completed notice form
 - a copy of the tenancy agreement
 - Evidence of appropriate vetting of the proposed subtenant having been conducted by the Leaseholder's letting agent
 - the applicable fee

The subletting will only be approved once all parties have signed the licence and the fully executed document has been returned to the Leaseholder by Encore. Only then may the subtenant(s) take up residence in the property. Please note that Licences can take up to 10 working days to draft and approve once all the information is received.

Approved Subtenant(s) criteria:

1. The property must be occupied as a private residence for single household use.
2. All occupants aged 18 or over must be named on the tenancy agreement.
3. The tenancy agreement must expressly prohibit any further subletting.
4. The subtenants must behave responsibly at all times and not create disturbance for other residents from noise or behaviour. Complaints of noise or behaviour to the Company regarding the sublet may invalidate the Licence to sublet, cancellation of the subtenancy and lead to eviction.
5. Lettings must be for a minimum term of twelve (12) consecutive months under an Assured Shorthold Tenancy. Short-term (including Air BnB, Booking.com) or holiday lettings are not permitted.
6. Comprehensive referencing and vetting checks must be undertaken in respect of both the proposed subtenants and the Letting Agent.
7. All subtenants need to sign the Estate Rules.
8. Copies of the tenancy agreement, referencing checks and signed Estate Rules must be provided to the Managing Agent upon request.

9. Company lets are permitted only where the occupier is a director or other officer of the subtenant company (and members of their family). The subtenant company must be incorporated and registered in England and Wales.

It is acknowledged that the majority of Leaseholders and Letting Agents act responsibly. The above requirements are intended to prevent significant breaches and minimise disruption to the Estate.

Should you have any queries, please do not hesitate to contact us.

Request for Licence to Sublet

To The Manor Fields Estate Limited

I/We propose to sublet flat,House [and garage] Manor Fields.

Leaseholder details

Please print name of leaseholder(s):

.....
.....

Please give full names. If there is more than one leaseholder, please give full names of all of them.

Leaseholder reference:

This is the reference shown on your ground rent and service charge demands.

Contact details of leaseholder(s) during the subtenancy:

Address:
.....

Telephone:

Email:

Where applicable: I/We have appointed an agent to manage the proposed subtenancy and, so far as the company may be concerned, this agent is empowered to act for me/us for all purposes connected with the subtenancy (including in case of emergency) and should be contacted in place of me/us. The agent's name and contact details are:

Name:

Address:

Telephone:

Email:

I/We understand that notification of these contact details shall not change or override the registered address I/we have given to the company for the purposes of any shareholding in the company or for any other purposes connected with my/our ownership of the flat (and, where relevant, any garage and/or any other flat or garage on the Manor Fields estate).

Proposed subtenant(s)

Name(s):

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If individuals, all proposed adult occupiers must be named as subtenants.

If the proposed subtenant is a company:

Name of the company:

Registered number of the company:

Registered office address:

Name of director or other officer who it is proposed will occupy:

Contact details of the proposed subtenant(s) for the duration of the subtenancy:

Email:

Telephone:

Contact details for after the end of the subtenancy:

Address:

If not known this may be 'care of the flat'

Email:

Subtenancy information

The rent proposed to be payable by the subtenant(s) is £ per annum.

This must be at least the amount of the service charge payable for the flat.

The length of the proposed subtenancy is one year and months from the date the subtenancy is entered into.

Except in the case of a renewal to an existing subtenant, this should be not less than 12 months.

I/We enclose a cheque for £108.00 payable to Encore client account in payment of the company's costs in connection with the consent.

OR

I/We have paid £108.00 in payment of the company's costs in connection with the consent to the account of Encore, sort code 20-00-00 account number 53342875.

Please delete as appropriate

Signed.....

If there is more than one leaseholder, then all should sign.

Date.....