

A guide to sub-letting your retirement property



Everything you need to
know about sub-letting under
the terms of your lease

Are there any conditions if I want to sub-let my property?

In accordance with the covenants set out in the leases for the majority of retirement schemes we manage, consent to sub-let is granted on acceptance of the existing terms and on receipt of a sub-let application. The conditions are that the proposed occupier meets the minimum qualifying age for the scheme, that they comply with the general terms and regulations contained within the lease and that the landlord is satisfied they would be capable of managing their own affairs. The minimum age restriction differs from scheme to scheme but tends to be 55, 60 or state retirement age.

Will it cost anything?

The sub-let licence administration fee of £85.00 + VAT (£102.00) can be paid by cheque or bank transfer payable to Grange Management.

What is the process?

A sub-let application form, which can be found within this leaflet, should be completed by the leaseholder or their authorised representative and returned to the scheme manager. The scheme manager will advise you whether sub-letting is permitted at your scheme and what age restriction applies. A medical form, which can also be found within this leaflet, needs to be completed by the prospective occupier's doctor and returned to the scheme manager.

On receipt of the application, the medical form and the administration fee, the scheme manager shall grant consent and provide you with a licence to sub-let. This document is legally binding and advises you of your obligations under the terms of the lease.

How long is the licence valid for?

The sub-let licence is valid for the term of the tenancy. If you wish to sub-let to a different tenant in the future, please inform your scheme manager as you will need to re-apply for permission.

Letting Agents

If you are looking for an agent to assist you with the option of renting, Girlings Retirement Options who market many of our properties, can be contacted on telephone number 01823 346800, email: girlings@girlings.co.uk or via their website at www.girlings.co.uk

We recommend that the tenancy agreement drafted by your appointed agent, mirrors the terms and conditions of your lease.

How long will the process take?

On successful application, your scheme manager can issue you with a licence to sub-let immediately. A receipted VAT invoice will also be issued to you by our Head Office.

Sub-Letting Application Form

Please detach this form, for completion by the leaseholder or an authorised representative and return to the scheme manager.

Leaseholder's name:

Leaseholder's correspondence address:

Daytime telephone number:

This consent relates to the property known as (full address):

The name(s) of my tenant(s) is/are (please print name(s)):

The tenancy relates to the period:

From: To:

*As the lessee(s) or authorised representative,
I / We hereby agree to be bound by the terms of the lease:*

Signed

Date

Print name:

An administration fee of £85.00 plus VAT (£102.00) shall be paid to Grange with this application. Please make cheque payable to Grange Management and a receipted VAT invoice will be issued to you by our head office upon receipt.

Please note that some properties have a minimum occupancy age restriction which must be complied with. Details can be obtained from your lease, your scheme manager or Grange head office on 01483 411770.

Sub-let medical form

This form is to be completed by the doctor of the prospective tenant(s) and returned to the scheme manager.

Dear Sir or Madam,

Please confirm the following information required in respect of your patient(s) named below.

Name of patient(s):

Current address:

Date(s) of birth:

 and

I consider the person(s) named above, is/are able to live an independent lifestyle. I am aware medical assistance or care will not be available for my patient(s) at this scheme.

Signed

Print

Date

Doctor's stamp:

Patients are required to settle any charges made in connection with this medical form being presented to their doctor.

We are committed to protecting your privacy. We will only use the information that we collect about you lawfully (in accordance with the Data Protection Act 1998). The information which you supply to us will be treated confidentially and only used for the administration of your account. We may share this information with partner organisations (for example contractors, local authorities etc.) but only in relation to services that are provided to you.

Administration Charges

Summary of Tenants' Rights and Obligations

- 1.** This summary, which briefly sets out your rights and obligations in relation to administration charges, must by law accompany a demand for administration charges. Unless a summary is sent to you with a demand, you may withhold the administration charge. The summary does not give a full interpretation of the law and if you are in any doubt about your rights and obligations you should seek independent advice.
- 2.** An administration charge is an amount which may be payable by you as part of or in addition to the rent directly or indirectly—
 - for or in connection with the grant of an approval under your lease, or an application for such approval;
 - for or in connection with the provision of information or documents
 - in respect of your failure to make any payment due under your lease; or
 - in connection with a breach of a covenant or condition of your lease.

If you are liable to pay an administration charge, it is payable only to the extent that the amount is reasonable.

- 3.** Any provision contained in a grant of a lease under the right to buy under the Housing Act 1985, which claims to allow the landlord to charge a sum for consent or approval, is void.
- 4.** You have the right to ask the First-tier Tribunal whether an administration charge is payable. You may make a request before or after you have paid the administration charge. If the tribunal determines the charge is payable, the tribunal may also determine—
 - who should pay the administration charge and who it should be paid to;
 - the amount;
 - the date it should be paid by; and
 - how it should be paid.

However, you do not have this right where —

- a matter has been agreed to or admitted by you;
 - a matter has been, or is to be, referred to arbitration or has been determined by arbitration and you agreed to go to arbitration after the disagreement about the administration charge arose; or
 - a matter has been decided by a court.
- 5.** You have the right to apply to the First-tier Tribunal for an order varying the lease on the grounds that any administration charge specified in the lease, or any formula specified in the lease for calculating an administration charge is unreasonable.
 - 6.** Where you seek a determination or order from the First-tier Tribunal, you will have to pay an application fee and, where the matter proceeds to an oral hearing, a hearing fee, unless you qualify for fee remission or exemption. Making such application may incur additional costs, such as professional fees, which you may have to pay.
 - 7.** The First-tier Tribunal and the Upper Tribunal (in determining an appeal against a decision of the First-tier Tribunal) have the power to award costs in accordance with section 29 of the Tribunals, Courts and Enforcement Act 2007.
 - 8.** Your lease may give your landlord a right of re-entry or forfeiture where you have failed to pay charges which are properly due under the lease. However, to exercise this right, the landlord must meet all the legal requirements and obtain a court order. A court order will only be granted if you have admitted you are liable to pay the amount or it is finally determined by a court, a tribunal or by arbitration that the amount is due. The court has a wide discretion in granting such an order and it will take into account all the circumstances of the case.

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