



# Section 11: Other leaseholder matters

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## 11. Other leasehold matters

### Subletting your property

Subletting your property is when you rent it out to someone. As a leaseholder, you need to have our permission before you sublet your property but we will not unreasonably withhold permission. It is important that you let us know when you sublet as it helps our management of the building, and if there was an emergency, we would know who lives in your home.

It is also important that you let us know your forwarding address so that we can contact you when we need to consult or send you invoices and statements. We will also need a contact telephone number in case of emergency.

If you have a mortgage on your home, you may need to get your lender's permission before you can sublet. You will still be responsible for carrying out your obligations under the lease. You should arrange to have a tenancy agreement with your tenant and we suggest it includes similar terms as you have in your lease. Where your tenant breaches the terms of your lease, we will hold you responsible for and expect you to resolve any issues.



If you sublet, make sure that you carry out annual gas safety checks on your gas appliances, flues and pipe work. Such checks are recommended to be carried out by Gas Safe registered engineers and a copy of the certificate given to your tenant.

### Carrying out alterations

You need our written permission before you can carry out certain alterations to your home. Alterations can be anything from adding new fittings and fixtures to removing an existing item on your home. It can be for works such as removal of structural walls, replacement of windows and installation of kitchen or bathroom fixtures.

You must not carry out any structural alteration without our written permission and without having permission from the planning section of the local authority.

Where we give you permission to do this, it may also be necessary for solicitors to draft a legal document incorporating the alteration into your lease. You will be responsible for our legal costs of dealing with such matters. The new document will become an attachment to your lease and this information will be recorded with the Land Registry.



To get our permission for any alterations you plan to make, contact the Commercial Team who can help you. If you fail to get our permission this may delay the sale of your property if you wish to sell at a later date.

You may still need to get planning permission from your local authority before carrying out certain types of alterations. It's important that you employ a reputable person to do the work to make sure it's done to a good standard. On completion, we may need to inspect the works and you may incur a charge for this. If we're not satisfied, we'll ask that you either put it right or restore it to how it was before you altered it and this would be at your own cost.

If you've already carried out an alteration to your home without getting our written permission, you need to contact us and apply for a *retrospective consent*, which is permission that we give after an alteration has been made. We may still need to inspect the works and you may incur a charge for this. If we have concerns about it, we may ask that you either put it right or restore it to how it was before you altered it. This would be at your own cost.



### **Selling your property**

You do not need our permission before you can sell your home but you may wish to contact us for certain information that will help your prospective buyer. This includes information about service charges, possible discount repayment and planned major works.

We charge an administration fee for dealing with such enquiries. It's common practice for leaseholders to get a solicitor to act on their behalf in the sale of their home and for the solicitor to make enquiries that would help with the sale. Dealing with such enquiries is outside of the day to day service charges, which is why we make a charge. If you wish to sell, please contact our Commercial Team for a management pack. This provides the necessary information to help your sale.

Whether or not you employ a solicitor to act on your behalf in the sale of your property, we aim to deal with the enquiries you make about your sale as quickly as possible.



### Informing us about sale completion

Once you complete the sale of your property, the buyer will need to inform us within one month that the property has been transferred to them. They will need to do this by sending us a legal document called a Notice of Assignment. They will also need to pay a fee for the registration of each notice sent in. This will help us to update our records and make sure that we set up the buyer as the new owner.

### Noise and nuisance

Deliberate noise can be regarded as harassment and causing noise in the building or estate is a breach of your lease if it causes annoyance to other people. If you are causing deliberate noise or nuisance, we may take action against you. As the landlord, we could repossess your property if necessary. In addition, your local authority has the power to take legal action against you and to impose a fine.



If you are experiencing noise nuisance in your home, here are some simple steps that may help you to resolve the problem:

- inform us about the problem – you can report antisocial behaviour on our website
- speak to the person causing the noise, in a reasonable way, if it's safe to do so – we have good neighbour cards to help with any new problems that might be resolved by simply letting your neighbour know they are disturbing you
- if the noise continues, keep a diary of the times, dates, frequency and duration of the noise. These may be produced in court as evidence.

If the noise continues we'll consider taking legal action against the offender. We'll also suggest you ask for advice from the Environmental Health Protection Team of the local authority. They may attend and measure the level of noise if necessary.

Please note that as a leaseholder, you are responsible for the actions of your tenants if subletting your home, you or your tenant's visitors and people in your household.