



## SUB-LETTING GUIDE

### What is sub-letting?

Subletting is the term used for leasing or renting out part of your home to another person where there is already a lease in place between you and your landlord or restrictive covenants contained in your sale transfer documents (TP1) reference sub-letting. Some leases or transfer documents use the word 'underlet' rather than sublet.

### Why do I need to inform S4B that I intend to sub-let my property?

S4B is the managing agent for your property and we manage, insure and are responsible for the building in which your flat is situated or the estate that your house is in. It is therefore important that we know who is living there. Some leases or transfer documents may specify that permission can only be given by the Freeholder. If this is the case we will tell you how to contact your Landlord to request permission.

### When would I not be able to sublet?

You cannot normally sublet your home if

- Your lease or transfer documents do not allow subletting.
- You have previously had a subletting request denied or withdrawn
- You intend to offer short term lets, for example air bnb or lets for less than 6 months
- You have outstanding arrears with us
- An Anti-social behaviour order (ASBO) has been granted against you or someone in your home
- The property would be overcrowded if we allow the sub-let
- The scheme you live in has been specifically designated for a particular client type and the prospective sub-tenant does not meet the criteria.

The above grounds for withholding permission are not exhaustive and we may refuse permission should we believe there are other grounds for doing so.

If you do not normally have the right to sublet but you believe there are exceptional circumstances that we need to consider, you must make this clear at the point of application.

### How do I notify you of my intention to sub-let?

Complete and return the attached application form, along with the following:

- A copy of the electrical safety certificate for the property
- A copy of the gas safety certificate for the property (if applicable)
- A copy of the tenancy agreement format you intend to use

If you have not yet paid our fees, we will contact you to request payment. You can see our current fees on our [website](#). Your lease may specify that you need a deed of covenant before you can sublet, if this is required additional fees will apply.

### Do I need to inform anyone else?

If you have a mortgage, you must inform your mortgage lender that you intend to sub-let the property. You must also inform your contents insurance provider; your policy may be invalid if you do not inform them of a change of occupancy.

There may be additional fees associated with registering your sublet with various agencies.

### What are my obligations and responsibilities as a landlord?

By letting out your property, you will become a landlord. Being a landlord is a big responsibility and you will have obligations to your tenants. Before you sublet your property you should thoroughly research the responsibilities you have.

You may find the following sources useful:

- The Citizens Advice Bureau
- Seek independent legal advice from a qualified solicitor.
- National Landlords Association ([www.landlords.org.uk](http://www.landlords.org.uk))
- Residential Landlords Association ([www.rla.org.uk](http://www.rla.org.uk))
- British Property Federation ([www.bpf.org.uk](http://www.bpf.org.uk))

Some of your responsibilities as a landlord include the following:

- You must ensure that the electrical installation and any electrical appliances you provide are safe, to reduce the risk of electrocution or fire. Electrical installations should be inspected and tested at least every five years and appliances more frequently, dependent on their type. For details on how to find a registered electrician visit [www.esc.org.uk](http://www.esc.org.uk).
- You must ensure that the gas installation and any gas appliances you provide are safe. You should have a gas safe inspection every year. For details on how to find a registered gas safe engineer visit [www.gassaferegister.co.uk](http://www.gassaferegister.co.uk).
- Before the start of the tenancy, carry out an inspection of your property and look for any obvious hazards. The accommodation must be in good repair, well-maintained, and capable of being effectively heated. Any safety hazards must be dealt with before commencement of a tenancy.
- You must ensure that there is a safe means of escape from the property in the event of a fire and that a suitable fire alarm system has been fitted. Each property is different, and you may need to carry out a fire risk assessment.
- If you own an apartment, you are responsible for all repairs and maintenance to the inside of that apartment. Some leases will also say you are responsible for the windows and the flat door. You must check your lease carefully to be clear on your responsibilities. You must report any repairs or maintenance that we are responsible to us
- If you own a house, you are responsible for all repairs to this property.
- If you take a deposit from your tenant, it must be protected through one of three government approved deposit protection schemes:  
[www.depositprotection.com](http://www.depositprotection.com)  
[www.mydeposits.co.uk](http://www.mydeposits.co.uk)  
[www.tds.gb.com](http://www.tds.gb.com)

### Owners Obligations

As the owner of the property, you remain responsible for all payments to S4B and for observing and adhering to all other terms of the lease or transfer documents. You must also ensure that your tenant is aware of the terms of the lease and complies with all relevant clauses. **If you own a property that requires you to be of retirement age in order to lease it, then this term will also apply to any tenant you let the property to.**

**Your sub-tenant must not sub-let the property and you must ensure the property is not overcrowded.**

### **Do I need a tenancy agreement?**

If you sublet your home the terms, obligations and covenants within your lease still apply to you whilst you are not living in the property. If your tenants breach the terms of your lease, for example by causing anti-social behaviour, it is you as the leaseholder who we will take action against. As a result, it is advisable that you sublet your home on similar terms to those outlined in your lease or transfer documents in the form of a tenancy agreement. If you are using a letting agent they should be able to provide a tenancy agreement, but you may need to amend it to ensure it covers all of the terms of your lease or transfer document. Your lease or transfer document may specify that you need a deed of covenant before you can sublet, if this is required additional fees will apply.

### **Anti-social Behaviour**

Anti-social behaviour is any behaviour which harms the quality of life of residents in an area, causing distress or alarm. Your lease specifies that you must not do anything “which may be or become a nuisance annoyance disturbance of inconvenience to the owners and occupiers of the Development”. Your tenant must also adhere to this and if they do not, we would look to you as their landlord and the homeowner to resolve the situation. If you are unable to do this, we would pass the cost of any action we need to take to resolve the situation, to you.

### **Is there anything else I can do to ensure my sub-let runs smoothly?**

You should ensure that you obtain references for your tenant(s) from a previous landlord(s), as well as a character reference, e.g., from their employer. We recommend that you use a reputable agency to carry out thorough checks.

We would advise that you give clear instructions to your tenant about using your property, e.g., ensure that they:

- Know how to report repairs to you
- Know how to use fixtures and fittings within the property, eg, heating systems, baths and showers, and window blinds or locks. It would be beneficial if tenants are provided with instruction manuals for all appliances.
- Know the arrangement for disposing of rubbish and bin collection days.
- Have your contact information or those of your agent in an emergency. Please note that you are legally required to give your tenants an address in England or Wales for mailing notices to you.

### **I have already sub-let my home without getting consent, what do I do?**

In cases where a homeowner has sub-let their property without getting prior consent this may be a breach of the lease or transfer terms. However, we may be able to grant retrospective consent to sub-let. In order for us to check whether retrospective consent can be given you will be required to complete an application form and may have to pay our fees.

If retrospective consent is denied you will have to serve notice on your tenant, as the property will not be able to be sublet.

**THIS INFORMATION HAS BEEN PROVIDED TO HELP YOU TO UNDERSTAND THE RESPONSIBILITIES OF BECOMING A PRIVATE LANDLORD. IT IS NOT INTENDED AS A COMPREHENSIVE SUMMARY OF THE RELEVANT LEGISLATION. YOU SHOULD SEEK INDEPENDENT LEGAL ADVICE IF YOU HAVE ANY QUERIES**