



SUBLETTING

POLICY & PROCEDURES

September 2023

LICENCE TO SUBLET POLICY & PROCEDURES INDEX:

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SUBLETTING POLICY

1. INTRODUCTION

Subletting is a process through which a tenant enters a rental contract with you as the Leaseholder in order to rent and live in your property.

This document sets out St Paul's Court Limited (SPC) policy and procedures for subletting your property.

2. POLICY

As SPC owns the freehold of your home, we need to ensure that the lease reflects the agreement in place.

2.1 Sublet without Permission

If you sublet without prior permission, then you are breaking the terms of your Lease agreement and in some cases may be committing a criminal offence. If we, as the freeholder, believes a leaseholder has breached his/her lease agreement and carried out an unlawful subletting, we can serve a section 146 (forfeiture) notice, as a first step.

You must have our permission in writing to sublet the property. This will be in the form of a **Licence to Sublet** (see APPENDIX 1).

2.2 Lease Agreement

A Leaseholder who wishes to sublet, always needs to follow the rules of the original lease agreement. For example, your lease is a residential tenancy agreement therefore you cannot conduct business from that property. The same way, you cannot sublet the property as a business establishment or for business purposes.

2.3 AirBnB or Other Short-Term Lets

Air BnB and Short-Term lets are not allowed at SPC. Any Leaseholder found subletting short-term to any organisation or person(s), will be in breach of their lease agreement.

2.4 Number of Total Occupancy

SPC has had a disproportionate number of problems caused by tenants made up of groups living together. Therefore, the SPC will not usually grant licences to more than 2 adults who want to live together unless:

- (a) they form a family unit (for example, 2 parents and an adult child, married couple living with the parent of one of them); or
- (b) it is necessary that one or more of the proposed subtenants needs the support of one or more adults due to disability, illness, or other exceptional reasons.
- (c) The property is deemed by SPC to be large enough to accommodate the number of subtenants applying.

2.5 Additional Licence

We are guided by the London Borough of Hammersmith and Fulham's (LBHF) Additional Licensing Scheme, under their "Standards and Guidelines for Flat/House Occupation". This came into force on 5th June 2017.

The Additional Licencing Scheme relates to all privately rented HMO's in LBHF which are occupied by three or more people (including children) who form two or more households, irrespective of size and number of storeys.

Example 1: A semi-detached, three-bedroom house where all the rooms have been converted to bedrooms and provide accommodation for four to five people sharing bathroom and kitchen facilities.

Example 2: A 2-bedroom flat where the 2 bedrooms and lounge are used as bedrooms so has 3 unrelated occupiers and the kitchen and bathroom are shared.

You will need to apply to the Council for a licence if you have a flat/house which is going to be occupied by 3 or more people.

If either example applies to you then you will need to apply for an Additional Licence from the London Borough of Hammersmith and Fulham. Please provide your unique reference number of your Additional Licence on your Application to Sublet.

2.6 Length of Sub-Let

The proposed tenancy is an Assured Shorthold Tenancy (AST) for a period of not more than 12 months (legislation provides that an Assured Shorthold Tenancy cannot be terminated by the landlord earlier than 6 months after its inception). **Longer assured tenancies are not acceptable.** The tenancy will be in writing.

2.7 Signatories of Licence

All adults (over 18) expecting to live in the property should be proposed as subtenants and will be signatories to the Licence to Sublet. Exceptions will be made only in the case of a person who lacks legal capacity to enter into a contract (for example a patient under the Mental Health Acts).

2.8. References

References are for the suitability of the proposed subtenant(s) to live on the Estate. Two references should be provided for each of the proposed subtenant. Referees should have known the subtenant(s) for two or more years and should be from:

- Previous landlord(s)
- Personal references from a **professional** person.
- Other person of recognised status that deal with that issue.

References should **not** be from a family member, friend, relative or work colleague.

SPC is not concerned to know whether the subtenant is able to pay the rent to you, and therefore Bank or other financial references are not appropriate.

If a previous landlord is not possible then a reference from a professional person that has known the tenant for at least 2 years is acceptable. Details of the profession or standing of the referee should be given as well as a contact telephone number. Please be aware that these references may be checked.

References should be on the form supplied. References that are provided in any other format will not be accepted.

2.9 Equality

Proposed subtenants must not be discriminated against on grounds of race, sex, religion, nationality, sexuality, or disability.

2.10 Lettings not Permitted.

Lettings will not be permitted where the apparent purpose or one of the apparent purposes will breach the Lease (for example business use) or involve illegality (e.g. dealing in drugs) or immorality (e.g. prostitution).

Whilst the following is not an exhaustive list, it indicates people who are unlikely to be accepted as subtenants:

- (a) any person who has caused any resident, leaseholder, or lawful visitor to the Estate any nuisance, annoyance or harassment, or who has been abusive to the Company or any of its officers, staff or contractors.
- (b) any person who has been prosecuted for a noise nuisance or had a noise abatement notice served on them in respect of any residential premises or has any history of bad behaviour as the tenant of residential premises.
- (c) any person who has been found guilty of a serious criminal offence or of behaviour which shows that he/she is an unsuitable subtenant for the Estate.

2.11 Subletting without Consent

Once the existence of a sub-tenancy where there is no licence in place comes to the attention of SPC, the Estate Office can no longer deal with an Application to Sublet and will pass this onto our solicitors.

Our Solicitors will write to the Lessee at the property, and at any other address which the SPC may have for the Lessee, pointing out the breach of the Lease, setting out the steps to be taken to obtain consent, with a warning that failure to comply will mean that the Company will take steps to forfeit the Lease without further notice, unless either:

- the sub-tenancy is brought to an end.
- a completed application is received within seven days and the application is successful.

If these requirements are not satisfied, our solicitors will serve a notice to the Lessees, as required by law before your Lease can be forfeited. This is known as a “Section 146 Notice”.

You should be aware that your Lease provides that when such a notice is served the Lessee will be responsible for all costs incidental to the service of the notice whether or not the Lease is forfeited. These costs could be considerable and will be payable once such a notice has been served. Our solicitors will be fully authorised to pursue these costs until they are paid.

Once such a notice has been served, if the sub-tenancy has not been ended within four (4) weeks, or the SPC’s consent obtained, then our solicitors will ordinarily be instructed to issue proceedings in court for forfeiture of the Lease.

2.12 Changes in Occupancy

SPC must be notified of any changes in the occupancy during the licence term. Please note that suitable references must be provided for any proposed new subtenants.

Please address any questions about this Sublet Policy or Procedures to:

The Estate Office Administrator
St Paul’s Court Ltd
St Paul’s Court, Colet Gardens
London W14 9YA

Tel: 020-8741-0125
Email: estateoffice@stpaulscourt.co.uk

3. **PROCEDURES**

1. All completed forms and copied documents must be submitted in **one** email or **one** envelope.
2. Please do not email/send part completed form or part documents, whilst you are waiting for the remaining information/documentation as this will be rejected.
3. A minimum of **8** working days from receipt are required for processing your Application.

In order to prepare a licence to sublet we require the following:

3.1 New Sub-Tenants

- a) Completed Application to Sublet Form.
- b) The Estate's Rules and Regulations document signed by each subtenant. Please ensure that each subtenant has provided contact phone numbers and email addresses.
- c) A previous landlord reference for each subtenant. If there has been no previous landlord, then two Personal References are required for each subtenant of a professional nature.
- d) Copy of a signed Assured Shorthold Tenancy Agreement.

Once the Application to Sublet has been received by the Estate Office, the Directors of SPC will review all documentation. If everything is in order, and the proposed subtenants(s) is/are acceptable, the Directors will provide consent to sublet and you will receive an executed copy of the Licence to Sublet, signed by them.

3.2 Renewal of Sub-Tenancy

You will need to complete and sign (by both Leaseholder(s) and Sub-Tenants) an Addendum. Please refer to your original signed Licence to Sublet and Rules and Regulations.

LICENCE TO SUBLET

Relating to

St Paul's Court Ltd (1)

&

xxxxxxxx (2)

&

xxxxxxxx (3)

THIS LICENCE made on the day of 2023

1. PARTICULARS

- 1.1 **The Landlord** : St Paul's Court Ltd (1)
Estate Office
Colet Gardens
London W14 9YA
- 1.2 **The Tenant** : xxxxxxxx (2)
- 1.3 **The Under-Tenant** : xxxxxxxx (3)
- 1.5 **The Property** : xxxxxx
St Paul's Court
London
W14 9DL
- 1.7 **The Underlease Term** : 12 months less one day from xxxxxxx 202x to xxxxxxx
- 1.8 **The Underlease** : Means the Underlease permitted by this Licence.

LICENCE to UNDERLET

Subject to the covenants and conditions set out below the Landlord (at the request of the other parties) grants to the Tenant licence to grant the Underlease.

- (i) Excludes the provisions on the Contracts (Rights of Third Parties) Act 1999

1. UNDERTENANT'S COVENANTS

In consideration of the Licence hereinbefore granted the Under-tenant covenants with the Landlord that at all times after the completion of the Underlease during the Underlease Term the Undertenant shall:

1.1 Observe and perform all the covenants on the Tenant's part contained in the 5th Schedule of the lease and the Rules and Regulations for Subtenants (Under-tenants).

1.2 Not to omit suffer or permit at or in relation to the Property any act or thing which would or might cause the Tenant to be in breach of or which if done omitted suffered or permitted by the Tenant would or might constitute a breach of the covenants on the Tenant's part or the conditions contained in the Lease.

1.3 Observe and perform the Rules and Regulations set out on the attached schedule signed by the undertenant

1.4 Not to assign or sublet part or whole of the property.

1.5 The Licence does not waive any breach of any tenants' covenants by the tenant prior to the date of the Licence.

1.6 The Licence does not authorise any holding over of the Sublease.

2. TENANT'S COVENANTS

In consideration of the Licence hereinbefore granted the Tenant covenants with the Landlord:

2.1 Not to allow the Undertenant into possession or occupation of the whole or any part of the Property until the receipt of this licence.

.

2.2 Not without prior written consent of the Landlord at any time whether expressly or by implication:

- i. to vary any of the provisions of the Underlease or
- ii. to waive any of its rights in respect of any breach of the obligations on the Tenant's part contained in the Underlease but to take all such steps as are lawfully available to the Tenant (including re-entry) to enforce the performance and observance of the same.
- iii. The Tenant declares that the address in the United Kingdom for service of all notices which may fall to be served by the Landlord under the terms of the Lease and the contact address generally shall be as stated in clause 1.2.

The Common Seal of)
ST PAUL'S COURT LIMITED)
Was hereunto affixed.
)
In the presence of:)

Director

Date.....

APPLICATION TO SUBLET

NOTES FOR COMPLETION:

NB: The subtenant(s) must have the right of abode in the United Kingdom/ Right to Rent. It is the Leaseholder's responsibility to ascertain prior to submitting their application.

1. Number of bedrooms in the property.
2. A UK address must be provided for by the leaseholder for contact by the Estate Office:
3. Adults over 18 years.
4. Please indicate if this is not the leaseholder's primary residence.
5. Documents to be submitted as part of your application to Sublet:
 - a) Completed Application to Sublet.
 - b) The Estate's Rules and Regulations document signed by each subtenant. Please ensure that each subtenant has provided contact phone numbers and email addresses.
 - c) **A previous landlord** reference for **each** subtenant. If there has been no previous landlord, then two Personal References are required for each subtenant of a professional nature.
 - d) Copy of a signed Assured Shorthold Tenancy Agreement.
6. All completed documentation, and a copy of the Assured Shorthold Tenancy Agreement must be submitted together at the same time to the Estate Office, no less than **8 working days** prior to the start of the date of proposed occupancy excluding weekends and bank holidays. Any request to expediate this process **cannot** be accommodated.
7. Late submissions will be subject to an initial fine of **£100.00**. Further, St Paul's Court reserve the right to refuse an Application to Sublet if not received and approved in advance of a proposed tenancy.
8. To process the application to sublet, the Estate Office will send an invoice of **£80** to the Leaseholder/Letting Agent.

APPLICATION TO SUBLET

Leaseholder's Name

Property Address

Property Type (1)

Leaseholder's mailing address (2)

Contact phone number.....

Email address.....

We confirm that the following checks on the prospective subtenants have been successful :

- **Right to Rent as defined by the UK Government for all non UK nationals.**

We confirm that the following certificates/documents have been obtained and are valid:

- **EICR**
- **EPC**
- **GSC**
- **HMO Licence - necessary for 3 or more tenants**
- **A completed and signed Assured Shorthold Tenancy agreement is attached.**

Proposed Subtenants

Name of all adults (18 years or older) subtenant(s) appearing on the Tenancy Agreement:

.....

.....

.....

.....

Number and ages of any Children:

.....

Proposed date of occupation:

.....

Who will manage the property on a day-to-day basis? Leaseholder or Letting Agents?

.....

Letting Agents name (if used)

Letting Agent's Address, Phone Number & email address:

.....

REFERENCE FROM PREVIOUS LANDLORD FOR PROPOSED SUB-TENANT

Proposed Subtenant
Name.....

Proposed Subtenant
Occupation.....

To: The Board of Directors of St Paul's Court Limited

Reference from
.....

Address.....
.....

Telephone
No.....

Email
Address.....

Occupation.....
....

Please explain why you think they would be a suitable occupier of the property
on the St Paul's Court
Estate.....

.....

How long were they a tenant in your property?

During the tenancy was the property kept in good order by the tenant?

.....
.....
.....

Where there any disputes with the tenants during or at the end of the
tenancy? If so please describe the nature of the dispute.

.....
.....
.....

Would you let to this tenant again in the future?

Signature

PERSONAL REFERENCE FOR PROPOSED SUB-TENANT

Please note that each sub-tenant must supply 2 personal references from professional people.

Proposed Sub-tenant Name:

Proposed Sub-tenant Occupation:

To: The Board of Directors of St Paul’s Court Limited

Reference From:

Address:.....

Telephone Number:

Email Address:

Occupation:

How long and in what capacity have you known the proposed tenant?

.....

Please explain why you think they would be a suitable occupier of the property on the Estate?

.....
.....
.....
.....

By signing below, you are confirming that to the best of your knowledge and belief, the proposed sub-tenant will make themselves conversant with, and comply with, all reasonable rules and regulations in force on the Estate. You can thoroughly recommend them as a good and well-behaved sub-tenant.

Signature:

Date:

Rules and Regulations affecting Subtenants:

All subtenants are required to sign this document before occupying any premises as agreement that they will comply with the rules and regulations of St Paul's Court.

The subtenant(s) agree:

1. To use the premises only as a single private residence for the subtenant(s) and not to carry out any formal or registered trade, business, or profession there.
2. Each license granted is valid for 12 months only from the date of issue and must be renewed annually.
3. Any change of subtenant or the addition of a subtenant intending to reside in the property within the 12 months must be notified to, and approved by, the Estate Office in advance of occupation.
4. Any subletting by a tenant or subtenant on a temporary basis such as for holiday lets, is forbidden and will result in the termination of the sub-tenancy.
5. The subtenant(s) must provide the Estate Office with a current telephone number and email address. If the premises are alarmed, then the contact details of a further key holder must also be provided.
6. So as not to invalidate any insurance policy, the premises must not be left unattended for more than 28 days.
7. No pets are to be kept.
8. Not to do anything at the premises (including the playing of excessively loud music) which is a nuisance or annoyance or causes damage to the premises or adjacent or adjoining premises or neighbours or might reasonably be anti-social behavior. No noise should be emitted to cause annoyance and be audible outside the premises.
9. Not to permit any contractor to carry out any work in or to the Demised Premises to be audible outside of the Demised Premises except during normal working hours (9:00 AM to 5.30 PM Monday to Friday) Nothing in this rule shall prevent carrying out reasonable emergency repairs at any time.
10. To keep clean and tidy and properly tend any garden of the premises. Not to allow any plant or object in the garden to cause a nuisance or to cause damage to any premises. Not to cause a nuisance with barbecue smoke.
11. Not to use any bicycle, skateboard or similar on the pathways, nor to play ball games on the communal gardens or lawned areas.

12. Not to hang clothes or other articles outside the premises. Nor to place any object, including bicycles and prams, that may obstruct or cause a nuisance in any passageway or walkway.
13. Not to use a parking space to park any commercial vehicles, store any items, or to park more than one vehicle per space.
14. Not to throw any rubbish or refuse outside the windows of the premises and to only place rubbish or refuse properly in the specified locations on the Estate. To obey notices erected giving instructions for the correct disposal of any rubbish or waste.
15. Only place recyclable material in recycling bins. No food waste - this contaminates the bins.
16. Not to leave bags outside the recycling bins when they are full.
17. Not to erect any structure outside the premises without the previous written consent of St Paul's Court Ltd.
18. To comply with the following legislation:

Statutory Overcrowding (Housing Act 1985)

The Council (the local housing authority) can declare that a dwelling is statutorily overcrowded, or a magistrate can do so.

A living room (but not a kitchen-lounge-diner) may count as a bedroom.

Room sizes may also reduce the legitimate number of occupants.

A "unit" is an adult or child aged 10 or over. Children under 10 counts as half a unit.

1 room = 2 units

2 rooms = 3 units (eg, a couple + 2 children under 10)

3 rooms = 5 units (eg, a couple + 2 children under 10 + 1 girl aged 10 + 1 boy aged 10)

4 rooms = 7 units

Two children under 10 require one bedroom.

Two boys aged 10 or over require one bedroom.

Two girls aged 10 or over require one bedroom.

Housing Act 2004, Part 1 - 'Crowding and Space' hazard.

There may be a significant 'crowding and space' hazard, even where a dwelling does not suffer statutory overcrowding. The calculation is similar, except that the living room is not normally counted as a bedroom.

The Subtenant(s) agree by signing this document that they have read and understood its content and is/are agreeing to comply with all the rules and regulations stated.

Signed by the Subtenant(s):

Date:

Name(s):

.....

Telephone(s):

.....

.....

Email(s):

.....

.....

Signature(s):

.....

.....

.....

Address of Property:

.....

Further information can be obtained from the St Paul's Court Management Office. Telephone 020-8741-0125. Further information on the Estate can also be found on the website: <https://www.stpaulscourt.co.uk/>

Emergency contact phone numbers are posted on the noticeboard outside the Office and on our website.

ADDENDUM BY AND BETWEEN THE LEASEHOLDER AND THE SUB-TENANT

This addendum amended as of _____ to the Licence to Sublet and Rules and Regulations of St Paul’s Court “the Agreement”, made on ¹_____ and any subsequent addendum between the “Leaseholder” and the “Sub-Tenant” regarding the “Premises”:

Leaseholder: ² _____

Sub-Tenant: ³ _____

Premises: ⁴ _____

**St Paul’s Court
London
⁵W14 9_____**

It is agreed by and between the Leaseholder and the Sub-Tenant that the Tenancy created by the aforementioned Agreement and addendum in respect of the Premises, should continue from ⁶_____ until ⁷_____ on the same terms and conditions as the aforementioned Agreement.

This Agreement shall be effective and legally binding when signed below. Photocopy, facsimile, electronic or other copies shall have the same effect for all purposes as well as or in absence of an ink-signed original.

SIGNED

**By/for and on behalf of
NAME OF LEASEHOLDER:**

SUB-TENANT/S:

¹ Date of expired Licence to Sublet (front page).
² Leaseholder(s) full name.
³ Subtenant(s) full name.
⁴ Sublet property number and street name.
⁵ Sublet property postal code.
⁶ Date to be continued from expired Licence to Sublet.
⁷ New expiry date (12 months less one day).