

# Subletting



Are you a Leaseholder?  
Thinking of subletting?

east  
end **HOMES**

## A few things to consider



If, as a leaseholder, you let your home to someone else, then this is called subletting. There are a number of important requirements that you should take into account when doing so.

- ◆ You must inform us that you are subletting and inform us of your new correspondence details so that service charge notices and any other formal notices can be sent directly to you. (You will continue to be liable for all service charges).
- ◆ You must let us have details of your managing agent. (if you have one).
- ◆ You must let us have a contact number for you and your managing agent, (if you have one), in case an emergency situation arises.
- ◆ If you are subletting for more than twelve months, your sub-tenant needs to enter into a deed of covenant with us to ensure compliance with the lease conditions.
- ◆ You must inform your insurance company, or your insurance may be rendered invalid.
- ◆ You should always inform your mortgage company.

You need to be aware of the legal obligations for servicing gas appliances and electrical safety certificates.

# Tackling nuisance and anti-social behaviour



We are always working with residents to maintain and improve the high standards on estates and we need your full co-operation to succeed. You are responsible for the behaviour of your tenant and their visitors. According to the conditions of your lease, you must ensure that your tenant does not cause any nuisance or harassment either in the property or on the shared parts of the estate or in the surrounding area. If this agreement is broken we may be forced to take action. This may mean taking legal action against you either by seeking an injunction or an order forfeiting your lease.

Examples of nuisance include loud noise from televisions and radios, shouting and swearing, too much noise from DIY, dogs barking and fouling, dumping rubbish, vandalism and graffiti, noisy activities in shared areas, drunken behaviour in public places.

It is your responsibility to ensure that neither your tenant nor anyone in their household or their visitors harasses or intimidates anyone for any reason.

Examples of harassment include violence or threats of violence, using abusive words or behaviour, writing abusive graffiti, damaging property, following and intimidating any other person.

# What exactly does your lease say?



EastendHomes properties originally belonged to either the Greater London Council (GLC) or the London Borough of Tower Hamlets (LBTH) and lease conditions therefore normally contain one of two potential clauses regarding sub-letting.

The GLC lease states the leaseholder must:

Upon assignment of the whole of the flat or any subletting or underletting of the whole or any part of the flat to obtain a direct covenant by the assignee, sublessee or underlessee with the Council (substituted by EastendHomes to observe and perform the covenants and conditions of this lease).



The LBTH lease states that the leaseholder must:

Not at any time to assign sublet for a period exceeding twelve months or part with possession of the whole or letting part of the Demised Premises or permit or suffer the same to be done unless there shall previously have been executed at the expense of the Lessee and delivered to the Lessors for retention by them a Deed expressed to be made between the Lessors of the first part the Lessee of the second part and the person or persons to whom it is proposed to assign sublet or part with possession as aforesaid of the third part whereby the person to whom it is proposed to assign sublet or part with possession shall have covenanted directly with the lessors to observe and perform the covenants on the part of the Lessee herein contained including the covenant contained in this sub-clause but excluding in the case of a subletting the covenant to pay the rents hereby reserved provided always that the lessors shall not themselves be required to execute such Deed.

## What your lease says (continued)



When you buy a leasehold property from EEH you are buying long-term permission to occupy that property subject to a set of conditions, rights and responsibilities which are set out in your lease. Your lease is the legal contract between you and ourselves which set out how you as a leaseholder and EastendHomes as freeholder will behave.



# If you have seriously compromised your lease conditions



The ultimate penalty for breach of lease conditions which can be imposed by a court is FORFEITURE. This means that although you have a leasehold interest, a court could return full possession and ownership of the property to EastendHomes if you have seriously compromised your lease conditions. If you owe money on the property on a mortgage, you would retain the debt although we regained possession of the property. If you owned the property outright, you would lose your equitable interest in the property.

FORFEITURE is exceptional and we do not want to pursue action for breach of lease conditions

We may also apply for an order of sale.

AND FINALLY.....

You have our contact details. Keep them. Pass them on to your sub-tenant. We would prefer to answer an enquiry than deal with a problem you or your tenant has inadvertently caused because you didn't understand local facilities.

## How to contact us



### **Mile End Housing Centre**

38 Wager Street, E3 4JE

Email: [mileend@eastendhomes.net](mailto:mileend@eastendhomes.net)

Tel: 0208 880 7055, Fax: 0208 880 7810

### **Island Gardens Neighbourhood Centre**

137 Manchester Road, E14 3DN

Email: [islandgardens@eastendhomes.net](mailto:islandgardens@eastendhomes.net)

Tel: 0207 538 2340, Fax: 0207 537 0512

### **St Georges Housing Centre**

*incorporating Glamis*

61a Swedenborg Gardens, E1 8HP

Email: [stgeorges&glamis@eastendhomes.net](mailto:stgeorges&glamis@eastendhomes.net)

Tel: 0207 680 8640 or Freephone: 0800 028 1587

Fax: 0207 680 8641

### **Holland Housing Centre**

35 Commercial Street E1 6BD

Email: [holland@eastendhomes.net](mailto:holland@eastendhomes.net)

Tel: 0207 456 6700, Fax: 0207 456 6731

### **Leasehold Services (Head Office)**

Tayside House, 31 Pepper Street, E14 9RP

Tel: 0207 517 4700, Fax: 0207 515 0218



## **Language Options and translations**

Copies of this document can be made available, on request, in a range of formats including:

- ◆ **Translation (including Bengali, Somali and other community languages)**
- ◆ **Braille**
- ◆ **Large Print**
- ◆ **Audio Tape**

To request a different format, please contact your local housing Centre.

## **Other Leaflets available include:**

**Rents**

**Repairs**

**Customer care**

**Estate Services**

**Anti-Social Behaviour**

**Lettings Service**

**Service Charges**

**Buying Your Home**