

Dear Leaseholders and Purchasers,

SUBLETTING YOUR FLAT

The Heathfield Court Leases allow sub-letting, but certain conditions apply and the correct procedures must be followed.

This document outlines the arrangements and permissions that are required.

The first requirement of the Lease is that Leaseholders ('Lessees') must obtain *'the previous consent in writing of the Lessor'* which *'shall not be unreasonably withheld'* as long as other conditions are met. The Lessor in this case is Heathfield Court (Chiswick) Limited acting through its managing agents, Faraday Property Management.

THAT MEANS PERMISSION TO SUB-LET MUST BE OBTAINED BEFORE YOUR TENANT CAN MOVE IN

So once you have found a suitable tenant, you must allow enough time for the consent process to be completed and the necessary checks to be carried out before your tenant can move in. That normally takes about seven to ten working days.

The other main requirement is that the tenancy agreement with your sub-letting tenant must contain the same covenants and conditions that apply to Leaseholders who live at Heathfield Court. In general, these cover neighbourly behaviour and access to the property by others to do work or in an emergency.

The consent process will check, among other things, that the tenancy agreement contains the conditions and covenants needed to require your tenant to behave in an appropriate manner while living at Heathfield Court. Other checks will confirm that the sub-letting Leaseholder is not in breach of their Lease in any way.

To comply with Health & Safety on the Estate, our Managing Agents and the on-site Porter need to know who is living in each flat, so they must be provided with your tenants' contact details so they can communicate with them in the same way as they do with resident Leaseholders.

Similar arrangements apply to sub-letting a garage, which can normally only be sub-let to other Heathfield Court residents. Some additional conditions apply to company lets and Heathfield Court does not allow short term AirBnB-style lettings.

A summary of the covenants and conditions that must be included in any tenancy agreement are below and an application form for consent will be added to this document shortly.

If you have any questions or need further details about this process, or an application form, please contact Peter Collier at Faraday at peter.collier@faraday-property.com

Heathfield Court (Chiswick) Ltd

Company wholly owned by all 74 flat owners

HEATHFIELD COURT (CHISWICK) LIMITED
(LESSOR OF HEATHFIELD COURT)

APPENDIX

Summary of principal covenants and conditions
to be observed and performed by the Underlessee(s)

1. To use and occupy the Flat only as a private residence for the sole occupation of the Underlessee(s) and to ensure that all observe and perform the covenants and conditions summarised below.
2. Not to keep any bird, dog or other animal which may occasion annoyance to any other occupiers of the Building or cause fouling or damage to the Building.
3. To avoid disturbing other occupiers of the Building by excessive noise at any time and to refrain so far as possible from noise of any kind between the hours of 11.00 pm and 8.00 am.
4. To keep the exterior of the Flat tidy and not e.g. to hang out washing to dry in the public view.
5. Not to obstruct the common parts of the Building with trolleys, perambulators, cycles, toys, boxes, parcels, refuse or rubbish.
6. Not to obstruct any road, footpath or entrance way within Heathfield Court.
7. To observe the prevailing Estate Rules and Regulations regarding:
 - a) Rubbish Collection, Use of Lifts and Work in Flats, etc.
 - b) Car Parking
 - c) Security