

# LEASEHOLD PROPERTY ENQUIRIES

LPE1

<b>Property:</b>	
<b>Seller:</b>	

It is difficult to avoid using terms which are complicated or which have different meanings to different people. As a result some of the words used in this form are defined as follows:

<b>TERM</b>	<b>DEFINITION</b>
<b>Property</b>	The building and land which makes up the subject property as defined by the lease.
<b>Ground Rent</b>	The rent payable to the landlord by the lessee as required by the lease.
<b>Landlord</b>	The person or company which owns and rents or leases the Property. This person may also own the freehold or may have a superior leasehold interest in the property themselves.
<b>Management Company</b>	A Management Company referred to in the Lease, or a Right to Manage Company created under the Commonhold & Leasehold Reform Act 2002, to provide services and administer the terms of the Lease either directly or through Managing Agents.
<b>Managing Agent</b>	A person or organisation which acts on behalf of the landlord, management company or Tenant's Right to Manage company within their terms of reference, subject to any legal restrictions.
<b>Residents'/Tenants' Association</b>	A group of lessees with or without a formal constitution or corporate status, or a recognised residents association which is 'recognised' by law and with a formal constitution.
<b>Service Charge</b>	The amount payable by a lessee as part of, or in addition to, rent in respect of services, repairs, maintenance, insurance, improvements or costs of management. The amount payable may vary according to the costs incurred or to be incurred.
<b>Reserve Fund</b>	A fund which allows the build-up of monies to pay for repair and replacement of major items or to equalise cyclical expenditure such as external decoration, avoiding excessive peaks in the Service Charges. Reference to Reserve Fund within this document should be taken to include any sinking fund or replacement fund in existence.
<b>Development</b>	Any building or land that forms part of the scheme under which the Lease operates.
<b>S.20</b>	Section 20 of the Landlord & Tenant Act 1985, which requires that there be consultation with the lessees in respect of certain works.
<b>HMO</b>	A House in Multiple Occupation as defined by section 257 of the Housing Act 2004 and the subject of regulations referred to in that Act.

Please complete the information requested. It is important that the incoming lessee is fully aware of their obligations so the information given must be as accurate as possible. If there is insufficient space, continue on a separate sheet. The Seller should only complete this form if they are, or are appointed to represent, one of the parties in section 1.

<b>SECTION 1: CONTACT DETAILS</b>		<i>Complete the details for the relevant parties or cross through if not applicable. If there are more parties involved, provide details on a separate sheet.</i>	
1.1	<b>Landlord</b>	1.2	<b>Management Company</b>
	Name Address  Telephone Email		Name Address  Telephone Email
1.3	<b>Managing Agent</b>	1.4	<b>Residents/Tenant's Association</b>
	Name Address  Telephone Email Appointed by: <input type="checkbox"/> Management Company <input type="checkbox"/> Landlord <input type="checkbox"/> Other		Name Address  Telephone Email

- 1.5 Who accepts service of the Notice of Assignment & Charge?  Landlord    £ \_\_\_\_\_  
 Management Company    £ \_\_\_\_\_  
*Tick the box beside each party and state the total fee including VAT for notice of assignment and charge.*  Managing Agent    £ \_\_\_\_\_  
 Other    £ \_\_\_\_\_
- 1.6 Who collects the Ground Rent?  
 Landlord     Management Company     Managing Agent     N/A
- 1.7 Who collects the Service Charges?  
 Landlord     Management Company     Managing Agent     N/A
- 1.8 Who collects the Buildings Insurance Premiums?  
 Landlord     Management Company     Managing Agent     N/A
- 1.9 Who maintains the building?  
 Landlord     Management Company     Managing Agent     the Lessees
- 1.10 Who maintains the Common Parts?  
 Landlord     Management Company     Managing Agent     the Lessees     N/A

## SECTION 2: TRANSFER & REGISTRATION

- 2.1 Is a Deed of Covenant required?  Yes  No  Not Known
- 2.1.1 If Yes, confirm the costs applicable to the Deed including VAT £ \_\_\_\_\_
- 2.2 Is a Licence to Assign Required?  Yes  No
- 2.3 If Yes, specify requirements e.g. references, and any costs applicable to the Licence:
- 2.4 Are you aware of consent having been given to any alterations or additions to the Property?  Yes  No
- 2.4.1 If Yes, provide details:
- 2.5 Is the incoming Lessee required to take a share in, or become a member of, the Management Company?  Yes  No  N/A
- 2.5.1 If Yes, provide details of the procedure and fees
- 2.6 What is the procedure and cost for obtaining a certificate in accordance with a restriction in the Proprietorship Register at the Land Registry, if applicable?

## SECTION 3: GROUND RENT

- 3.1 What is the annual Ground Rent payable by this Property? £ \_\_\_\_\_
- 3.2 Is the Ground Rent paid up-to-date?  Yes  No
- 3.2.1 If No, supply details of the arrears:
- 3.3 What period is covered by the last demand? From: \_\_\_ / \_\_\_ / \_\_\_ To: \_\_\_ / \_\_\_ / \_\_\_

## SECTION 4: SERVICE CHARGES

- 4.1 How many properties contribute toward the maintenance of the Development?
- 4.1.1 What is the current annual Service Charge for this Property? £ \_\_\_\_\_
- 4.2 Are the Service Charges paid up to date for this Property?  Yes  No
- 4.2.1 If No, supply details of the arrears:

## SECTION 4: SERVICE CHARGES (CONTINUED)

4.3 Is any Excess Payment anticipated for this property at the end of the Financial Year?  Yes  No

4.3.1 If yes, provide details:

4.4 What period is covered by the last demand?

From: \_\_\_ / \_\_\_ / \_\_\_\_ To: \_\_\_ / \_\_\_ / \_\_\_\_

4.5 In the last 12 months, has any inability to collect payments, from any party, affected, or is likely to affect, the maintenance of the Development?

Yes  No

4.5.1 If yes, supply details:

4.6 Does a Reserve Fund apply to this Development?

Yes  No

4.6.1 If yes, confirm the amount collected from lessees of this Property, currently held in the Reserve Fund:

£ \_\_\_\_\_

4.6.2 Is the amount expected to be sufficient to cover the known section 20 expenditure?

Yes  No

4.6.2.1 If No, supply details:

4.7 Confirm the date when the Common Parts were last decorated, internally and externally.

Internally Date: \_\_\_ / \_\_\_ / \_\_\_\_

Externally Date: \_\_\_ / \_\_\_ / \_\_\_\_

4.8 Within the next 2 years, are there any section 20 works to the Property above the value of £250:

- completed but unpaid?  
 due?  
 anticipated?  
 N/A

4.8.1 If so, provide details of the works and the contribution anticipated from the Lessee:

4.9 Is any increase in the Service Charge over 10% or £100, whichever is the greater, anticipated in the next 2 years?

Yes  No

4.9.1 If Yes, provide details:

4.10 Are there any outstanding Service Charge consultation procedures?

Yes  No

4.10.1 If Yes, provide details:

## SECTION 5: BUILDINGS INSURANCE

- 5.1 Are the buildings insurance premium contributions paid up to date for this Property?  Yes  No
- 5.1.1 If No, supply details of the arrears:
- 5.2 What period is covered by the last demand? From: \_\_ / \_\_ / \_\_\_\_ To: \_\_ / \_\_ / \_\_\_\_
- 5.3 Confirm that the premium has been paid in full:  Yes  No
- 5.3.1 If No, supply details:
- 5.4 Are the interests of Lessees and Mortgagees automatically noted on the policy?  Yes  No
- 5.5 Are the Common Parts covered by the policy?  Yes  No
- 5.5.1 (i) Has a Fire Risk Assessment been completed?  Yes  No  No Common Parts
- (ii) Have any works recommended been carried out?  Yes  No  N/A
- 5.5.2 If No to either of the above, has the insurer been made aware of this and accepted the position?  Yes  No

## SECTION 6: DISPUTES & ENFRANCHISEMENT

- 6.1 Are there any on-going forfeiture proceedings in relation to the Property?  Yes  No
- 6.2 Are there any documented unresolved disputes with the Lessees of any of the properties in the building in which this Property is situated?  Yes  No
- 6.2.1 If Yes, supply details:
- 6.3 Have any steps been taken by anyone for enfranchisement, extension of the Lease term, exercise of the right to manage or to form a right to enfranchise or management company or anything similar?  Yes  No  Not Known
- 6.3.1 If Yes, provide details and copies of relevant documentation:
- 6.4 Are you aware of any breach of the terms of the Lease of this Property?  Yes  No
- 6.4.1 If Yes, supply details:

## SECTION 7: GENERAL

- 7.1 How many other properties are there in the building? \_\_\_\_\_
- 7.2 Are they all let on Leases with similar terms?  Yes  No  Not Known
- 7.2.1 If No, provide details:
- 7.3 Is the Building in which the Property is situated known to be an HMO as defined by section.257 of the Housing Act 2004?  Yes  No  Not Known
- 7.3.1 If Yes, confirm that regulations applicable to section 257 Housing Act 2004 HMOs have been complied with:

## SECTION 8: REQUIRED DOCUMENTS

*Please provide the following applicable documents:-*

- 8.1 The last 3 years published Service Charge Accounts  Enclosed  To follow  N/A
- 8.2 Buildings Insurance Policy and Schedule  Enclosed  To follow  N/A
- 8.3 Buildings Insurance for Common Parts  Enclosed  To follow  N/A
- 8.4 Service Charge Budget for the current year and details of the anticipated payments on account  Enclosed  To follow  N/A
- 8.5 Documentation relating to any forfeiture proceedings applicable to the Property.  Enclosed  To follow  N/A
- 8.6 Any additional regulations or rules affecting the Property which are not contained in the Lease:  Enclosed  To follow  N/A
- 8.7 Any Deeds of Variation or other document varying the terms of the Lease of this Property:  
 Enclosed  To follow  
 Landlord's solicitor provides  
 Please supply draft  N/A
- 8.8 Any required Deed of Covenant:  
 Enclosed  To follow  
 Landlord's solicitor provides  
 Please supply draft  N/A
- 8.9 Certificate of Compliance:  
 Enclosed  To follow  
 Landlord's solicitor provides  
 Please supply draft  N/A
- 8.10 Any required Licence to Assign:  
 Enclosed  To follow  
 Landlord's solicitor provides  
 Please supply draft  N/A

**SECTION 8 (CONTINUED)**

- |      |   |                                   |                                    |                              |
|------|---|-----------------------------------|------------------------------------|------------------------------|
| 8.11 | Copy of any known notices served on the Lessee and documentation arising from them:           | <input type="checkbox"/> Enclosed | <input type="checkbox"/> To follow | <input type="checkbox"/> N/A |
| 8.12 | Asbestos Survey for Common Parts for parts of the Development built or converted before 2001: | <input type="checkbox"/> Enclosed | <input type="checkbox"/> To follow | <input type="checkbox"/> N/A |
| 8.13 | Fire Risk Assessment for Common Parts:  | <input type="checkbox"/> Enclosed | <input type="checkbox"/> To follow | <input type="checkbox"/> N/A |
| 8.14 | Memorandum and Articles of Association:   | <input type="checkbox"/> Enclosed | <input type="checkbox"/> To follow | <input type="checkbox"/> N/A |
| 8.15 | Minutes of the last AGM for the Management Company:   | <input type="checkbox"/> Enclosed | <input type="checkbox"/> To follow | <input type="checkbox"/> N/A |

Signed .....	Dated .....
Print Name: .....	<i>Please tick as applicable below, to confirm the capacity in which the answers are given</i>
Company: .....	<input type="checkbox"/> Managing Agent <input type="checkbox"/> Management Company <input type="checkbox"/> Landlord <input type="checkbox"/> Residents Association

**Note**

Additional enquiries. Raise only those specific additional enquiries required to clarify issues arising out of the documents submitted or which are relevant to the particular leasehold interest or which the buyer has expressly requested. Resist raising any additional that can be established by the buyer's own enquiries, survey or personal inspection.

**Disclaimer**

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