

A. LETTINGS TO INDIVIDUALS - ENGLAND

- 1** a The letting must be in the form of an Assured Shorthold Tenancy for a minimum period of six months and a maximum period of three years;
- b The Tenancy Agreement must state that the tenancy cannot be assigned or the property sublet;
- c **It must also state that the tenancy can be terminated under Ground 2 (Mortgage Provision) (Schedule 2 Housing Act 1988);**
- d Notice under Ground 1 (as required by Ground 2) and Ground 2 (Mortgage Provision) (Schedule 2 Housing Act 1988) must be served on the tenant(s) **as a separate document to the Tenancy Agreement. Such Notice must also be served before the Tenancy Agreement takes effect.** Any notice which is contained in the Tenancy Agreement is not acceptable.

- 2** Any deposit taken by you must be held in an approved Tenancy Deposit Scheme as defined in the Housing Act 2004 (or any amending or replacement legislation).

- 3** a There must be one single tenancy agreement. There can be no more than four tenants to such a tenancy agreement, except where all of the tenants are members of the same family and do not form more than one household.
- b Any child who is 18 or over must be a party to the tenancy.
- c Where the property is situated in an area designated by the Local Authority as an area of Selective Licensing, you must ensure that the required licence is in place on or before completion of the letting, is renewed when required and that all conditions under the licence are fully observed and performed.

- 4** Letting the property may affect your mortgage payment insurance/ buildings and/or contents insurance cover:
- a If buildings insurance is already arranged by you, or in the case of leasehold property, it is arranged by the landlord, contact the insurer to ensure cover will continue.
- b If arranged by the Society, contents insurance cover may be amended or removed from the policy. Buildings and Contents cover will not be available where there are more than six tenants in the property.
- c Any mortgage payment insurance arranged by the Society will be cancelled.

- 5** If the property is leasehold:
- a The letting must not breach any of your obligations under the lease.
- b Consent of the landlord and of any superior landlord must be obtained prior to any agreement being entered into if required by the terms of the lease and kept safely for future reference if required.
- c You must obtain the receipt (or other evidence) for the last ground rent/service charge payment and keep this safely for future reference if required. Our consent is conditional upon these payments being kept up to date.

- 6** The 1% authorised/ 1.15% unauthorised loading will continue to be charged to your account unless you confirm that you have either resumed occupancy or the property is empty. Providing we have no concerns and we don't require any further information, confirmation of the removal of the loading and your new mortgage payment will be sent to you.

- 7** You will be unable to apply for a Transfer of Equity whilst your property is let; you may only apply for an additional loan in order to carry out essential repairs.

- 8** a The letting must not be to a person who does not have a right to rent within the meaning of Section 21 Immigration Act 2014 (as amended).
- b You must comply with the provisions of The Smoke and Carbon Monoxide Alarm (England) Regulations 2015 (or any amending or replacement regulations);
- c You must comply with The Assured Shorthold Tenancy Notices and Prescribed Requirements (England) Regulations 2015 (or any amending or replacement regulations) which require you to provide the tenant with the following documents:
- (i) An Energy Performance Certificate for the property;
 - (ii) A copy of the current Gas Safety Certificate for the property;
 - (iii) A copy of the Department for Communities and Local Government booklet "How to rent: The checklist for renting in England"
- d All properties must have an energy efficiency rating of at least A - E unless the landlord has registered a valid exemption.

B. LETTINGS TO INDIVIDUALS - SCOTLAND

Conditions A. 3,4,5,6 and 7 above apply to letting to individuals in Scotland as well as the following additional conditions:

- 1** You and your letting agent (if any) must be registered with the local authority in which the property is situated under the provisions of the Antisocial Behaviour etc. (Scotland) Act 2004 regarding the registration of private landlords
- 2** a The letting must be in the form of a Private Residential Tenancy under the Private Housing (Tenancies) (Scotland) Act 2016;
- b The Tenancy Agreement must state that the tenancy cannot be assigned or the property sublet;
- c Where you use the Scottish Government's Model Private Residential Tenancy Agreement, you must ensure that the tenant receives a copy of the Easy Read Notes for that agreement;
- d Where you use another form of tenancy agreement, you must ensure that the tenant receives a copy of the Private Residential Tenancy Statutory Terms Supporting Notes.
- e You must comply with any other statutory and legal requirements to provide the tenants with information about the tenancy;
- f The deposit must be held in an approved tenancy deposit scheme as defined by the Housing (Scotland) Act 2006 (or any amending or replacement legislation).

C. LETTINGS TO INDIVIDUALS - WALES

Conditions A. 3,4,5,6 and 7 above apply to letting to individuals in Wales as well as the following additional conditions:

- 1** a You must be registered with Rent Smart Wales under Part 1 Housing (Wales) Act 2014.
- b Management of the property (whether self-managed, or by instructing a lettings or managing agent to act on your behalf) must be properly licensed from Rent Smart Wales. You, or the agent acting on your behalf, must keep the information in the licence application up to date, comply with all of the licence conditions and fully adhere to the Rent Smart Wales Code of Practice
- c The letting must be in the form of an occupation contract, which is a 'standard contract' as defined by the Renting Homes (Wales) Act 2016 and you must comply with all the applicable requirements of the Renting Homes (Wales) Act 2016, including the provision of information to contract-holders
- d The tenancy agreement must state that the tenancy cannot be assigned or the property sublet
- e Any deposit taken by you must be held in an approved deposit scheme as defined by the Renting Homes (Wales) Act 2016
- f All properties must have an energy efficiency rating of at least A - E unless the landlord has registered a valid exemption
- g You must comply with all requirements in force from time to time regarding the provision of information to contract-holders, including those set out in Chapter 2 of Part 3 of the Renting Homes (Wales) Act 2016 (or any amending or replacement regulations).
- h The letting must be for a minimum period of six months and a maximum period of three years.

D. LETTINGS TO COMPANIES

Conditions A. 4,5,6,7,8b,d; C. 1a, 1b, and B. 1 apply to lettings to companies. In addition:

- 1** The letting must be for a maximum of three years and the Tenancy Agreement must state that the tenancy cannot be assigned or the property sublet.
- 2** Occupation of the property must not be limited by the agreement to a named individual employee. Occupation should be available to any employee of the tenant Company, subject to your prior approval of the selected employee.
- 3** You must not be connected to - or associated with - the tenant company.

CHELSEA BUILDING SOCIETY

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