

LEASEHOLD PROPERTY ENQUIRIES

LPE1

Property:	
Seller:	

These enquiries are asked on behalf of buyers. The Seller should only respond to these enquiries if they are the Landlord, the Management Company, the Managing Agent or the Residents' or Tenants' Association or are representing any of them.

TERM	DEFINITION
Ground Rent	The rent payable to the landlord by the lessee as required by the lease.
HMO	A House in Multiple Occupation as defined by section 257 of the Housing Act 2004.
Landlord	The person or company which has granted a lease over the Property to the owner of the Property.
Lessees	The owners of properties in the Managed Area.
Managed Area	The properties including the building containing the Property, together with any land, managed by or on behalf of the Landlord under the terms of the lease. Managed Areas are sometimes also called common parts.
Management Company	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.
Managing Agent	A person or organisation which acts on behalf of the landlord, management company or Right to Manage Company [within their terms of reference, subject to any legal restrictions.]
Property	The property known by the above address, including any land and outbuildings leased to the Seller.
Reserve Fund	A fund collected from the Lessees which allows the build-up of monies to pay for repairs and the replacement of major items (such as lifts) or to equalise cyclical expenditure (such as external decoration), avoiding excessive peaks in the Service Charge. Reference to Reserve Fund includes any sinking fund or replacement fund.
Residents'/Tenants' Association	A group of some or all of the 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.
Right to Manage Company	A company owned by the Lessees that manages the Managed Areas on behalf of the Landlord or Management Company, within their terms of reference, subject to any limitations.
Service Charge	The amount payable by a lessee as a contribution to the costs of services, repairs, maintenance, insurance, improvements or costs of management etc. as set out in the lease. The amount payable may vary according to the costs incurred or to be incurred.
Section 20	Section 20 of the Landlord & Tenant Act 1985, which requires the Landlord or Managing Agents to consult with the Lessees about certain proposed works.

- 1.8 Who collects the building insurance premiums?
 Landlord Management Company Managing Agent N/A
- 1.9 Who deals with the day to day maintenance of the building?
 Landlord Management Company Managing Agent the Lessees
- 1.10 Who deals with the day to day maintenance of the Managed Area?
 Landlord Management Company Managing Agent the Lessees N/A
- 1.11 Who organises and administers the buildings insurance?
 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 and copies of any consent:
- 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 for the 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: dd/mm/yyyy To: dd/mm/yyyy

SECTION 4: SERVICE CHARGE

4.1 How many properties contribute toward the maintenance of the Managed Area?

4.1.1 What is the current annual Service Charge for the Property?

£ _____

4.2 Is the Service Charge paid up to date for the Property?

Yes No

4.2.1 If No, supply details of the arrears:

4.3 Is any excess payment anticipated for the 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: dd/mm/yyyy To: dd/mm/yyyy

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 Managed Area?

Yes No

4.5.1 If Yes, provide details:

4.6 Does a Reserve Fund apply to the Managed Area?

Yes No

4.6.1 If Yes, confirm the amount collected from Lessees of the 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

4.6.3 If No, supply details:

4.7 Confirm the date when the Managed Areas were last decorated, internally and externally.

Internally Date: dd/mm/yyyy To: dd/mm/yyyy

Externally Date: dd/mm/yyyy To: dd/mm/yyyy

4.8 Within the next 2 years, are there any Section 20 works proposed to the Property?

- complete 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:

4.11 Are the Managed Areas known to be affected by Japanese knotweed?

Yes No

4.11.1 If Yes, provide details and a copy of any Japanese knotweed management plan in place.

4.12 Are there any:
-transfer fees,
-deferred service charges or
-similar fees
expressed as a percentage of the Property's value payable on an event such as resale or subletting?

Yes No

4.12.1 If Yes, provide details:

SECTION 5: BUILDINGS INSURANCE

5.1 Are the buildings insurance premium contributions paid up to date for the Managed Areas including the Property?

Yes No

5.1.1 If No, provide details of the arrears:

5.2 What period is covered by the last demand?

From: dd/mm/yyyy To: dd/mm/yyyy

5.3 Has the premium been paid in full?

Yes No

5.3.1 If No, provide details:

5.4 Have any claims been made against the policy during the last 3 years?

Yes No

5.4.1 If Yes provide details:

5.5 Are any claims anticipated?

Yes No

5.5.1 If Yes, provide details:

5.6 Are the Managed Areas covered by the policy?

Yes No

5.6.1 (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

5.6.2 If No to either of the above, has the insurer been made aware of this and accepted the position?

Yes No

- 5.7 Please confirm the date of the last buildings reinstatement cost assessment. dd/mm/yyyy
- 5.8 Is the insurance premium included in the service charge budget? Yes No
- 5.8.1 If No, confirm the annual amount payable for the Property: £ _____

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 Managed Area? Yes No
- 6.2.1 If Yes, to the extent permitted by the Data Protection Act 1998, please supply details:
- 6.3 Have any steps been taken by anyone to enfranchise, exercise the right to manage, form a right to enfranchise or management company, extend the term of the lease of the Property 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, provide details:

SECTION 7: GENERAL

- 7.1 How many other properties are there in the Managed Area? _____
- 7.2 Are they all leased 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? 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 policy and schedule for the Managed Areas: Enclosed To follow N/A

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|------|--|---|------------------------------------|------------------------------|
| 8.4 | Service charge estimate for the current year and details of the anticipated payments on account for the Property: | <input type="checkbox"/> Enclosed | <input type="checkbox"/> To follow | <input type="checkbox"/> N/A |
| 8.5 | Service charge estimate for the previous year for which accounts have not yet been prepared for the Property: | <input type="checkbox"/> Enclosed | <input type="checkbox"/> To follow | <input type="checkbox"/> N/A |
| 8.6 | Copies of any notices served on the Lessees under Section 20 in respect of any proposed works or any works which have not yet been paid for: | <input type="checkbox"/> Enclosed | <input type="checkbox"/> To follow | <input type="checkbox"/> N/A |
| 8.7 | Documentation relating to any forfeiture proceedings applicable to the Property: | <input type="checkbox"/> Enclosed | <input type="checkbox"/> To follow | <input type="checkbox"/> N/A |
| 8.8 | Any additional regulations or rules affecting the Property which are not contained in the lease: | <input type="checkbox"/> Enclosed | <input type="checkbox"/> To follow | <input type="checkbox"/> N/A |
| 8.9 | Any Deeds of Variation or other document varying the terms of the lease of this Property: | <input type="checkbox"/> Enclosed | <input type="checkbox"/> To follow | |
| | | <input type="checkbox"/> Landlord's lawyer provides | | |
| | | <input type="checkbox"/> Please supply draft | | <input type="checkbox"/> N/A |
| 8.10 | Any required Deed of Covenant: | <input type="checkbox"/> Enclosed | <input type="checkbox"/> To follow | |
| | | <input type="checkbox"/> Landlord's lawyer provides | | |
| | | <input type="checkbox"/> Please supply draft | | <input type="checkbox"/> N/A |
| 8.11 | Any Certificate of Compliance: | <input type="checkbox"/> Enclosed | <input type="checkbox"/> To follow | |
| | | <input type="checkbox"/> Landlord's lawyer provides | | |
| | | <input type="checkbox"/> Please supply draft | | <input type="checkbox"/> N/A |
| 8.12 | Any required Licence to Assign: | <input type="checkbox"/> Enclosed | <input type="checkbox"/> To follow | |
| | | <input type="checkbox"/> Landlord's lawyer provides | | |
| | | <input type="checkbox"/> Please supply draft | | <input type="checkbox"/> N/A |
| 8.13 | Copy of any permission to alter the Property which has been issued: | <input type="checkbox"/> Enclosed | <input type="checkbox"/> To follow | <input type="checkbox"/> N/A |
| 8.14 | 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 |
| 8.15 | Asbestos Survey for parts of the Managed Area built or converted before 2001: | <input type="checkbox"/> Enclosed | <input type="checkbox"/> To follow | <input type="checkbox"/> N/A |
| 8.16 | Fire Risk Assessment for the Managed Area: | <input type="checkbox"/> Enclosed | <input type="checkbox"/> To follow | <input type="checkbox"/> N/A |
| 8.17 | Memorandum and Articles of Association of the Management Company: | <input type="checkbox"/> Enclosed | <input type="checkbox"/> To follow | <input type="checkbox"/> N/A |
| 8.18 | 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> <input type="checkbox"/> Managing Agent <input type="checkbox"/> Management Company <input type="checkbox"/> Landlord <input type="checkbox"/> Residents' Association
Company: _____	

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 management of the Property or which the buyer has expressly requested. Resist raising any additional enquiries that can be established by the buyer's own enquiries, survey or personal inspection.

Disclaimer

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