

REPLIES TO CPSE 6 (Version 1.6)

40/41 Pall Mall London SW1

1. VOIDS

1.1-1.2 Not believed to be applicable

2. COMMON PARTS

2.1-2.2 The Buyer should rely on its own inspection but there is a communal staircase for the flats and the Buyer is also referred to the documents supplied..

3. RETAINED PARTS

3.1-3.3 The Buyer should reply on its own inspection and is also referred to the documents supplied.

4. BASIC DETAILS OF THE TENANCIES

4.1-4.2 Please see the documents supplied.

4.3 None so far as the Seller can recall.

5. RENT AND RENT REVIEW

5.1-5.2 Please the documents supplied.

5.3-5.6 An up date statement of account will be supplied prior to exchange.

6. ALTERATIONS AND REDECORATION

6.1-6.2 The Seller either does not know or cannot recall.

7. ENFORCEABILITY OF TENANTS' COVENANTS

7.1 The Seller has no information save such as will be evident from the documents supplied.

7.2-7.4 Not believed to be applicable.

8. OUTSTANDING OBLIGATIONS AND VARIATIONS

8.1-8.2 None so far as the Seller is aware or can recall but no warranty can be or will be given.

9. SECURITY DEPOSITS, GUARANTEES AND BONDS

9.1-9.4 Please see the documents supplied. New arrangements will need to be made for the rent deposits held.

10. SERVICE CHARGES AND MANAGEMENT

10.1-10.2 Not so far as the Seller is aware.

10.3 There are no outstanding issues of this nature so far as the Seller is aware or can recall.

10.4 Not believed to be applicable.

10.5 Not so far as the Seller is aware or can recall.

10.6-10.15 Not believed to be applicable.

10.16 The Property is managed by Glenny of Unex Tower Station Street Stratford London E15 1DA.

10.17 None so far as the Seller is aware or can recall.

10.18 None so far as the Seller is aware or can recall.

10.19 None so far as the Seller is aware or can recall.

11. INSURANCE

11.1-11.2 Please see replies to CPSE.1 and CPSE.2.

12. DISPUTES, COMPLAINTS AND ENFORCMENT

None which the Seller believes to be of relevance to the current transaction.

13. ENFRANCHISEMENT AND EXTENSION

13.1-13.2 Not believed to be applicable.

14. RESIDENTIAL TENANTS; RIGHTS OF FIRST REFUSAL

14.1-14.6 Not believed to be applicable.

15. RENT ACT 1977 TENANCIES

15.1-15.5 Note believed to be applicable.

16. SECURE TENANCIES

16.1-16.5 Not believed to be applicable.

17. LONG LEASES

17.1-17.4 Not believed to be applicable.

18. ASSURED TENANCIES AND ASSURED SHORTHOLD TENANCIES

18.1 Not so far as the Seller is aware.

18.2 Please see the documents supplied.

18.3 Not believed to be applicable.

18.4 Not so far as the Seller is aware or can recall.

18.5-18.6 This is to be confirmed by the Letting Agents.

19. HOUSING ACT 2004

19.1 Not so far as the Seller is aware but the Buyer must form its own view.

19.2 Not believed to be applicable.

20. LEASEHOLD REFORM (GROUND RENT) ACT 2022

20.1-20.3 Not believed to be applicable.

21. BUILDING SAFETY ACT 2022 (BSA)

21.1 No such information has so far been requested or supplied.

RWK GOODMAN LLP

02.04.2024

Ref: GXH/406612.0003

Commercial Property Standard Enquiries

CPSE.6 (version 1.6) Supplemental pre-contract enquiries for property subject to residential tenancies

Conditions of use

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Particulars

Seller:

Buyer:

Property:

Development (if appropriate):

Transaction:

Seller's solicitors:

Buyer's solicitors:

Date:

Interpretation

The section on Interpretation in CPSE.1 is incorporated in this document and the following interpretation also applies:

- **1995 Act:** means the Landlord and Tenant (Covenants) Act 1995.
- **Consent:** refers to an approval, a licence or a permission (whether of the Landlord, any superior landlord or any other person).
- **Housing Act Licence:** means an HMO licence (under Part 2 of the Housing Act 2004) or a selective licence (under Part 3 of the Housing Act 2004).
- **Landlord:** includes licensor.
- **Let Unit:** means any Lettable Unit which, at the date of the replies to these enquiries, is the subject of at least one current Tenancy.

- **Lettable Unit:** means any part of the Property used or intended for separate occupation for residential (not commercial) purposes.
- **Rent:** includes licence fee but does not include service charge or insurance premiums or other sums reserved as rent.
- **Tenancy:** refers to any arrangement for the occupation of any Lettable Unit (whether that is a lease, underlease, licence or an agreement for a lease or licence).
- **Tenancy Documents:** (in relation to each Tenancy) refers to the instrument creating that Tenancy and any of the following that relate to it: charges, mortgages, surrenders, variations, side letters, undertakings, applications, Consents, memoranda, registrations, notices, rent deposit deeds, orders, guarantees, concessions, franchise agreements, counsel's opinions, arbitrators' or experts' decisions.
- **Tenant:** includes subtenant and licensee.

Instructions

- Section 1 (enquiries 1-3) relates only to those parts of the Property that are not Let Units.
- Section 2 (enquiries 4-18) relates only to Let Units.

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SECTION 1 ENQUIRIES: UNLET PARTS OF THE PROPERTY

1. VOIDS

1.1 Please identify all Lettable Units which are not currently Let Units.

[Insert answer to question here]

1.2 In relation to each such Lettable Unit, please explain how any previous Tenancy was ended, why there is no current Tenancy and tell us whether anyone is currently expressing an interest in taking a Tenancy of it.

[Insert answer to question here]

2. COMMON PARTS

2.1 Please identify any areas of the Property which are common parts, being parts which are not Lettable Units and which are intended to be used in common by the occupiers of the Property.

[Insert answer to question here]

2.2 Is use and maintenance of the common parts governed by any arrangements other than the terms of the Tenancies of the Let Units? If so, please provide details.

[Insert answer to question here]

3. RETAINED PARTS

3.1 Please identify any areas of the Property that are neither Lettable Units nor common parts.

[Insert answer to question here]

3.2 Are any of these areas designed or intended for commercial use? If so, please specify which.

[Insert answer to question here]

3.3 Are any of these areas occupied and, if so, on what basis?

[Insert answer to question here]

SECTION 2 ENQUIRIES: TENANCIES OF LET UNITS

4. BASIC DETAILS OF THE TENANCIES

- 4.1 If not already supplied, please supply a copy of the Tenancy Documents (including any inventory or schedule of condition) for each current Tenancy.

[Insert answer to question here]

- 4.2 Please supply a schedule of the current Tenancies of all the Let Units, indicating, in relation to each such Tenancy (unless disclosed by the Tenancy Documents supplied):

- (a) the Let Unit that the Tenancy relates to;
- (b) the name of the current Tenant;
- (c) the name of the current occupier;
- (d) the current use;
- (e) whether or not the Tenancy is in writing; and
- (f) the relevant statutory regime (as described in enquiries 15-18) which the Seller believes applies to that Tenancy.

[Insert answer to question here]

- 4.3 Please provide the following information for each current Tenancy:

- (a) details of any informal arrangements with the Tenant that are not disclosed by the Tenancy Documents supplied, including any Consents to the grant of the Tenancy or given under the Tenancy;
- (b) details of any waiver of any of the terms of any of the Tenancy Documents supplied;
- (c) details of any applications for Consent made by the Tenant that are currently being considered;
- (d) details of any negotiations for the surrender, renewal or variation of the Tenancy and any terms agreed; and
- (e) confirmation that the Tenant has not indicated, formally or informally, any intention to vacate.

[Insert answer to question here]

- 4.4 For each current Tenancy, please answer whichever of enquiries 15 to 18 are relevant to the statutory regime applicable to that Tenancy.

[Insert answer to question here]

5. RENT AND RENT REVIEW

In relation to each current Tenancy:

5.1 Please state:

- (a) the amount of the Rent currently payable;
- (b) whether the Rent is paid in pounds sterling;
- (c) who pays the Rent;
- (d) whether the Tenant is paying the Rent with the help of housing benefit and, if so whether the benefit is paid to the Landlord or to the Tenant. Where Rent is being paid with the help of housing benefit paid directly to the Landlord, please confirm that, on completion, you will provide us with a letter authorising the local authority to pay future housing benefit direct to the Buyer.
- (e) whether the Rent is paid by banker's order or direct debit; and
- (f) to whom rent demands are sent?

[Insert answer to question here]

- 5.2 Except where apparent from the Tenancy Documents supplied, please give details of any rent concessions, deferments, abatements, reverse premiums on the grant of a lease and other inducements given.

[Insert answer to question here]

- 5.3 Please supply a schedule of outstanding rent arrears and a record of rent payments over the last three years.

[Insert answer to question here]

5.4 Please confirm that:

- (a) any rent reviews have taken place strictly in accordance with the terms of the relevant Tenancy;
- (b) any notices and applications for arbitration or for determination by an expert of any current rent reviews have been made on time; and

- (c) any rent review settlements have been satisfactorily evidenced in accordance with the terms of the relevant Tenancy (or provide details of any settled rent review which has not been evidenced in this way).

[Insert answer to question here]

- 5.5 In respect of any rent reviews that are currently being negotiated, please state the present position and provide copies of all notices and correspondence.

[Insert answer to question here]

- 5.6 Except where apparent from the Tenancy Documents supplied:

- (a) has any Tenant made any improvement to the Let Unit which is to be ignored on rent review;
- (b) since the original letting of the Let Unit have there been any alterations to its internal layout or physical arrangement or appearance which might affect the level of rent achievable; and
- (c) are there any other circumstances which any Tenant has claimed have the effect of reducing the rental value of the Let Unit?

[Insert answer to question here]

6. ALTERATIONS AND REDECORATION

In relation to each current Tenancy:

- 6.1 Please state when redecoration of the Let Unit was last carried out:

- (a) externally; and
- (b) internally.

[Insert answer to question here]

- 6.2 (If not apparent from the Tenancy Documents supplied) please give details of any works carried out by the Tenant to the Let Unit since the date of the Tenancy or any agreement for the Tenancy and indicate (in respect of these works) whether they were authorised by a Landlord's licence (where required).

[Insert answer to question here]

7. ENFORCEABILITY OF TENANTS' COVENANTS

In relation to each current Tenancy:

7.1 Please state whether it was dated on or after 1 January 1996 and, if so, was granted pursuant to an agreement, an option or a court order made before that date?

[Insert answer to question here]

7.2 Please confirm whether any former Tenants or their guarantors are still liable under any Tenancy by reason of an excluded assignment as defined in section 11 of the 1995 Act?

[Insert answer to question here]

7.3 With reference to section 17 of the 1995 Act please:

- (a) supply full names and current addresses of any persons contingently liable for any fixed charge payable under the Tenancy as defined in section 17;
- (b) provide copies of all section 17 notices which have been issued for claims which remain unpaid; and
- (c) give details of all claims currently outstanding which are required to be the subject of a section 17 notice.

[Insert answer to question here]

7.4 Please give details of anyone entitled to claim an overriding lease under section 19 of the 1995 Act and give details of any claim made even if it has been abandoned or withdrawn.

[Insert answer to question here]

8. OUTSTANDING OBLIGATIONS AND VARIATIONS

In relation to each current Tenancy:

8.1 Please confirm there are no outstanding obligations on the part of either the Landlord or the Tenant under any agreement for lease under which any Tenancy was granted. If there are such outstanding obligations, please supply details.

[Insert answer to question here]

8.2 Except where apparent from the Tenancy Documents supplied, please give details of any variations to any Tenancy of a Let Unit and when and how they were effected.

[Insert answer to question here]

9. SECURITY DEPOSITS, GUARANTEES AND BONDS

In relation to each current Tenancy:

- 9.1 Except where apparent from the Tenancy Documents supplied, please state whether a sum has been deposited by the Tenant as security for, or on account of payment of Rent or performance of any obligation. If yes, please state:
- (a) who holds the security deposit and where;
 - (b) the amount currently held by way of security deposit (including any interest which has accrued on it);
 - (c) whether any claim has been made against that security deposit. If yes, please give details; and
 - (d) whether you are aware of any dispute or issues that you believe may lead to a dispute in relation to the repayment to the Tenant of the security deposit.

[Insert answer to question here]

- 9.2 If the Tenancy is considered to be an assured tenancy or assured shorthold tenancy under the Housing Act 1988 (as amended by the Housing Act 1996) **and** the security deposit was paid by the Tenant (or retained by the Landlord on a renewal of the Tenancy) on or after 6 April 2007, please state, in addition to the information supplied in the reply to enquiry 9.1:
- (a) under which deposit scheme the security deposit is held;
 - (b) the reference details for the deposit with that scheme;
 - (c) if the security deposit is lodged with a custodial scheme, whether it was lodged within the time period required by law;
 - (d) whether the Landlord gave the Tenant the information prescribed by section 213 of the Housing Act 2004 and did so within the time period required by law; and
 - (e) whether the Tenant has made any County Court claim for failure to protect the security deposit or to provide prescribed information.

[Insert answer to question here]

- 9.3 Except where apparent from the Tenancy Documents supplied, please give details of any guarantees or bonds given by a third party (e.g. a bank) in relation to a Tenant's obligations.

[Insert answer to question here]

- 9.4 In relation to all guarantees or bonds given by a third party (e.g. a bank) in relation to a Tenant's obligations please:
- (a) confirm that no claim has been made under these arrangements; and
 - (b) confirm there has been no release or discharge of any such third party, whether expressly or by operation of law.

[Insert answer to question here]

10. SERVICE CHARGES AND MANAGEMENT

- 10.1 Has the right to manage been exercised in relation to the Property or any part of it?

[Insert answer to question here]

- 10.2 Is there a recognised tenants' association? If so, please provide the name and address of the secretary.

[Insert answer to question here]

- 10.3 Has the Landlord complied with all its obligations under the Landlord and Tenant Act 1985? In particular:
- (a) If the Landlord has carried out qualifying works to the Property (as determined under s20(3) of the Landlord and Tenant Act 1985) or entered into a long term agreement for the provision of services to the Property:
 - (i) did the Landlord consult the Tenants before doing so;
 - (ii) was any notice put, or is such a notice required to be put, in OJEU in respect of those major works or long term contract?
and
 - (iii) please supply details of the works and/or long term agreement.
 - (b) in relation to any service charge demand sent to a Tenant on or after 1 October 2007, did the Landlord serve on the Tenant a formal summary of the Tenant's rights and obligations in the prescribed form?
 - (c) has any Tenant exercised its rights under section 21 of the Landlord and Tenant Act 1985 to seek a summary of the service charge expenditure or under section 22 of the Landlord and Tenant Act 1985

to inspect the service charge accounts? If so, which Tenant(s), and did the Landlord comply as required by that Act?

- (d) is there any pending application by the Landlord to the First-tier Tribunal (Property Chamber) (previously called the Leasehold Valuation Tribunal)?

[Insert answer to question here]

- 10.4 Has any recognised tenants' association served notice under section 30B of the Landlord and Tenant Act 1985 asking to be consulted about, or to receive details of, any managing agents for the Property?

[Insert answer to question here]

- 10.5 Have the Tenants exercised their rights to a management audit under section 76 of the Leasehold Reform, Housing and Urban Development Act 1993?

[Insert answer to question here]

- 10.6 Have the Tenants of any long leases (as defined in enquiry 17) exercised either:

- (a) the right to appoint a manager under section 21 of the Landlord and Tenant Act 1987; or
(b) the right to manage under the Commonhold and Leasehold Reform Act 2002?

[Insert answer to question here]

- 10.7 Unless apparent from the Tenancy Documents supplied, what is the service charge accounting period?

[Insert answer to question here]

- 10.8 Please give details of the annual service charge (for the Property as a whole) for the last three years (or longer if available) including copies of all certificates, auditors' reports, accounts and other documents relating to its calculation and apportionment.

[Insert answer to question here]

- 10.9 Please supply all of the following:

- (a) a schedule of any services you provide to the Property and a breakdown of the costs of each service;

- (b) details of any planned maintenance programme and projected expenditure;
- (c) details of any sinking fund or reserve account and confirmation of whether it is held in a separate trust account; and
- (d) details of the estimated annual service charge for the current period for the Property as a whole (not each Lettable Unit).

[Insert answer to question here]

10.10 In relation to each Let Unit please state:

- (a) what proportion of the service charge is attributed to that Let Unit and how that proportion is calculated;
- (b) whether there has been any variation of this proportion and whether any is contemplated;
- (c) whether there are any capping or weighting provisions agreed with the Tenants; and
- (d) whether there have been any disputes regarding the proportions payable?

[Insert answer to question here]

10.11 Please confirm that, if the Property were fully let then the total cost of providing the services would be recoverable from the Tenants of the Let Units. How do you deal with the proportion of service charge attributable to any Lettable Units that are not currently Let Units?

[Insert answer to question here]

10.12 If there are service charge arrears for any Let Unit please:

- (a) state what sums are currently due but are unpaid; and
- (b) provide a schedule of all service charge arrears over the past three years.

[Insert answer to question here]

10.13 Please supply:

- (a) details of any expenditure that has been incurred by you in providing services to the Property since the end of the last Service Charge year; and
- (b) copies of any estimates received in relation to service charge expenditure for the current Service Charge year, or from service

charge contractors and evidence of consultation with the Tenants in respect of such expenditure.

[Insert answer to question here]

10.14 Except as already disclosed, have there been any complaints or disputes relating to the service charge? If yes, please give details, including in relation to any applications made to the First-tier Tribunal (Property Chamber) (previously called the Leasehold Valuation Tribunal) or to the court in respect of such complaints or disputes.

[Insert answer to question here]

10.15 Except as already disclosed, please provide copies of the following:

- (a) any insurance policies and service and maintenance contracts for lifts and plant at the Property;
- (b) any contracts for the provision of cleaning, security and other services at the Property; and
- (c) contracts for the supply of gas, electricity, oil or other fuel to the Property.

[Insert answer to question here]

10.16 Please give details of:

- (a) any managing agents; and
- (b) any permanent staff employed for on-site management of the Property.

[Insert answer to question here]

10.17 What regulations have you made for the use and management of the Property that are not set out in the Tenancy Documents supplied?

[Insert answer to question here]

10.18 Please supply copies of any correspondence between you and any Tenant in relation to the Control of Asbestos Regulations 2012 or comparable predecessor regulations.

[Insert answer to question here]

10.19 Please supply copies of any correspondence between you and any Tenant in relation to any costs and expenses arising as a result of the Carbon Reduction

Commitment Energy Efficiency Scheme in relation to the Property or, if appropriate, in relation to the building of which the Property forms part.

[Insert answer to question here]

11. INSURANCE

11.1 Please state:

- (a) what proportion of the insurance costs for the Property is allocated to each Lettable Unit and how that proportion is calculated;
- (b) whether there has been any variation of this proportion for any Lettable Unit and whether any is contemplated;
- (c) whether there have been any disputes regarding the proportions payable;
- (d) what sums in respect of insurance costs for the Property are due but currently unpaid; and
- (e) whether any Tenants have exercised their rights under section 30A of the Landlord and Tenant Act 1985 to require a summary of the insurance, or to inspect the policy of insurance, relating to the Property or the Let Unit?

[Insert answer to question here]

11.2 What, if any, arrangements have been made to exclude the insurer's right of subrogation against any of the Tenants?

[Insert answer to question here]

12. DISPUTES, COMPLAINTS AND ENFORCEMENT

In relation to each current Tenancy:

Except as already disclosed in replies to CPSE.1 or in reply to other enquiries in this CPSE.6, please give details of:

- (a) any disputes or complaints whether or not resolved; and
- (b) any breaches or alleged breaches of covenant including details of any waiver whether express or implied.

[Insert answer to question here]

13. ENFRANCHISEMENT AND EXTENSION

13.1 Have any notices been served under any of the following:

- (a) Part I of the Leasehold Reform Act 1967;
- (b) Part I of the Leasehold Reform, Housing and Urban Development Act 1993; or
- (c) Part II of the Leasehold Reform, Housing and Urban Development Act 1993?

[Insert answer to question here]

13.2 Please provide full details of any notice referred to in the reply to enquiry 13.1, including a copy of the notice, any counternotice and all subsequent correspondence.

[Insert answer to question here]

14. RESIDENTIAL TENANTS' RIGHTS OF FIRST REFUSAL

In this enquiry, references to the Building are references to the Property or to the building of which the Property forms part, and references to the LTA 1987 are references to Part I of the Landlord and Tenant Act 1987, as amended.

14.1 Does the Building contain two or more flats, as defined by section 60(1) of the LTA 1987? If the answer to this enquiry is "No", please proceed direct to enquiry 14.6.

[Insert answer to question here]

14.2 Are two or more of the flats in the Building held by qualifying tenants, as defined in section 3 of the LTA 1987? If the answer to this enquiry is "No", please proceed direct to enquiry 14.6.

[Insert answer to question here]

14.3 Does the number of flats in the Building held by qualifying tenants exceed 50% of the total number of flats (whether let or not)? Please supply full details of:

- (a) the number of flats in the Building;
- (b) those flats which are let and those which are unlet; and
- (c) which tenants are and are not qualifying tenants and why.

If the answer to this enquiry is "No", please proceed direct to enquiry 14.6.

[Insert answer to question here]

- 14.4 If part only of the Building is used for residential purposes, does the internal floor area of that part represent 50% or more of the internal floor area of the Building as a whole (disregarding common parts)?

Please give details of the areas of that part of the Building used for residential purposes and of the remainder of the Building.

If the answer to this enquiry is "No", please proceed direct to enquiry 14.6.

[Insert answer to question here]

- 14.5 Is the Landlord any of the following:

- (a) an exempt landlord (as defined in section 58(1) of the LTA 1987);
- (b) a resident landlord (as defined in section 58(2) of the LTA 1987); or
- (c) a landlord who is not the immediate landlord of the qualifying tenants (except in the circumstances specified in section 2(2) of the LTA 1987)?

[Insert answer to question here]

- 14.6 Please supply copies of all notices and responses to notices served or received by you (or, to your knowledge, any predecessor in title) in respect of the Building pursuant to the LTA 1987, together with copies of all correspondence sent or received by you (or, to your knowledge, any predecessor in title) in respect of the Building relating to the LTA 1987.

[Insert answer to question here]

15. RENT ACT 1977 TENANCIES

Where any Tenancy is regulated under the Rent Act 1977, please answer the following enquiries:

- 15.1 Please state:

- (a) when the Tenancy was first granted;
- (b) whether the rent is registered and, if so, the amount of the current registered rent and the date of the most recent registration; and

- (c) whether there has ever been a statutory succession of the Tenancy and, if so, full details of each such statutory succession.

[Insert answer to question here]

15.2 If not already supplied with the Tenancy Documents please provide copies of

- (a) the rent book;
- (b) the most recent rent register; and
- (c) any Notice of Increase (in rent) served and evidence of its service.

[Insert answer to question here]

15.3 Where any Tenancy is considered to be a letting by a resident landlord under section 12 of the Rent Act 1977, please state:

- (a) (unless apparent from the Tenancy Documents supplied) when the Tenancy was granted;
- (b) the property occupied by the Landlord (including any family members) when the Tenancy was granted;
- (c) whether you or any predecessor in title has continuously occupied that other property since the Tenancy was granted; and
- (d) (where relevant) what steps (if any) you have taken, or propose to take, to terminate the Tenancy and recover possession.

[Insert answer to question here]

15.4 Where any Tenancy is considered to be a restricted contract under sections 34-36 of the Housing Act 1988, please state:

- (a) (unless apparent from the Tenancy Documents supplied) when the Tenancy was granted;
- (b) what furniture or services the Landlord is contractually obliged to supply to the Tenant;
- (c) what furniture or services the Landlord actually supplies to the Tenant; and
- (d) (where relevant) what steps (if any) you have taken, or propose to take, to terminate the Tenancy and recover possession.

[Insert answer to question here]

15.5 Where any Tenancy is considered to be a protected shorthold or a periodic protected tenancy under section 52 of the Housing Act 1980, please state:

- (a) (unless apparent from the Tenancy Documents supplied) when the Tenancy was granted;
- (b) what steps were taken to ensure that the statutory requirements for the creation of a protected shorthold tenancy were met;
- (c) (where relevant) what steps (if any) you have taken, or proposes to take, to terminate the Tenancy and recover possession; and
- (d) what steps (if any) have been taken by the Tenant to terminate the Tenancy.

[Insert answer to question here]

16. SECURE TENANCIES

Where any Tenancy is considered to be a secure tenancy for the purposes of the Housing Act 1985, please answer the following enquiries:

- 16.1 (unless apparent from the Tenancy Documents supplied) when was the Tenancy granted?

[Insert answer to question here]

- 16.2 Has there ever been a statutory succession of the Tenancy? If so, please provide full details of each such statutory succession.

[Insert answer to question here]

- 16.3 Where relevant, what steps (if any) you have taken, or propose to take, to terminate the Tenancy and recover possession?

[Insert answer to question here]

- 16.4 Where relevant, please state the statutory grounds upon which you propose to seek to recover possession.

[Insert answer to question here]

- 16.5 Is there any right to buy application pending? If so, please supply full details.

[Insert answer to question here]

17. LONG LEASES

- 17.1 Were any of the current Tenancies originally granted for a term certain of more than 21 years ("long leases")?

[Insert answer to question here]

- 17.2 Have any applications been made under section 35 of the Landlord and Tenant Act 1987 for the variation of any of those long leases?

[Insert answer to question here]

- 17.3 Are any of the Tenants under those long leases continuing in occupation of the relevant Let Unit pursuant to Schedule 10 of the Local Government and Housing Act 1989 or Part 1 of the Landlord and Act 1954?

[Insert answer to question here]

- 17.4 For any Tenancy which is a long lease for the purposes of the Local Government and Housing Act 1989, please answer the following enquiries:

- (a) For how long has the current Tenant been the tenant of the Let Unit comprised in the long lease?
- (b) Have any notices been served to terminate the long lease or to propose a statutory tenancy? If so, please provide full details.

[Insert answer to question here]

18. ASSURED TENANCIES AND ASSURED SHORTHOLD TENANCIES

Where any Tenancy is considered to be an assured tenancy or an assured shorthold tenancy under the Housing Act 1988 (as amended by the Housing Act 1996) please answer the following enquiries:

- 18.1 Was the Tenancy granted to a person who, immediately before the Tenancy was granted, was a protected or statutory tenant or sub-tenant of the Landlord?

[Insert answer to question here]

- 18.2 For how long has the current tenant actually been in occupation of the Let Unit?

[Insert answer to question here]

- 18.3 For any assured shorthold tenancy created before 28 February 1997, what steps were taken to ensure that the statutory requirements for the creation of an assured shorthold tenancy were met?

[Insert answer to question here]

- 18.4 Have any notices been served by either the Landlord or the Tenant in relation to the Tenancy? If so please provide full details.

[Insert answer to question here]

- 18.5 Where applicable to the Tenancy, please provide evidence that the prescribed legal requirements that must be met before a notice may be served by the Landlord under section 21 of the Housing Act 1988 have been complied with.

[Insert answer to question here]

- 18.6 Where the "right to rent" rules apply to the Tenancy, please:

- (a) confirm that the necessary checks of the Tenant's right to rent under sections 20 to 37 of the Immigration Act 2014 were conducted at the appropriate time and in the required manner;
- (b) provide copies of the documents checked and evidence of when those checks were made.

[Insert answer to question here]

19. HOUSING ACT 2004

- 19.1 Are the current living arrangements at the Property such that it requires a Housing Act Licence?

[Insert answer to question here]

- 19.2 If the Property requires a Housing Act Licence, please:

- (a) confirm that the Seller has obtained a Housing Act Licence;
- (b) provide a copy of the Housing Act Licence; and
- (c) confirm that the Seller is not aware of any breaches or alleged breaches of the terms of the Housing Act Licence or any disputes or complaints whether or not resolved.

[Insert answer to question here]

20. LEASEHOLD REFORM (GROUND RENT) ACT 2022

In this enquiry, the “**implementation date**” is the date when the provisions of the Leasehold Reform (Ground Rent) Act 2022 (the **Act**) came into force for the purposes of the relevant Tenancy:

- 20.1 In respect of any Tenancies granted on or after the implementation date:
- (a) which of them are regulated leases for the purposes of section 1 of the Act;
 - (b) which of them are not regulated leases because they were granted in pursuance of a contract made before the implementation date; and
 - (c) which of them are excepted leases within section 2 of the Act?

[Insert answer to question here]

- 20.2 In respect of any regulated leases within section 1 of the Act, which of them may reserve a permitted rent greater than a peppercorn pursuant to either section 5 or section 6 of the Act?

[Insert answer to question here]

- 20.3 Has the Seller (or to the Seller’s knowledge, any former landlord) required or received payment of a prohibited rent or failed to repay a prohibited rent in breach of section 3 of the Act?

[Insert answer to question here]

21. BUILDING SAFETY ACT 2022 (BSA)

NOTE: enquiry 21 applies to England only, and need not be answered for properties in Wales.

Building: means the Property (where it comprises an entire building) or the building of which the Property forms part.

BS(LP) Regulations: means The Building Safety (Leaseholder Protections) (England) Regulations 2022 (No. 711).

BS(LP)(I) Regulations: means The Building Safety (Leaseholder Protections) (Information etc.) (England) Regulations 2022 (No. 859).

Unless otherwise indicated, all other terms used in this enquiry 21 have the same meanings as set out in the BSA as amended from time to time.

21.1 Is the Building a "relevant building" as defined in section 117 of the BSA?

If yes then please answer enquiries 21.2 to 21.6 below. If no, please go to enquiry 21.7.

[Insert answer to question here]

21.2 Please provide all the information necessary to complete the landlord's certificate and provide all the required supporting evidence as referred to in regulation 6 of the BS(LP) Regulations.

[Insert answer to question here]

21.3 Is the Seller aware of any breach of any of the following:

- (a) regulation 6(1) of the BS(LP) Regulations (*duty to provide landlord certificate to leaseholder*);
- (b) regulation 6(9) of the BS(LP) Regulations (*duty to provide copy landlord certificate to other landlords and certain third parties*); or
- (c) regulation 6(10A) of the BS(LP)(I) Regulations (*duty to provide copy leaseholder deed of certificate to certain third parties*)?

[Insert answer to question here]

21.4 If any of regulations 3, 4, or 5 of the BS(LP)(I) Regulations applies to the Seller, please confirm the Seller has served the relevant notices and provide copies (unless already supplied).

[Insert answer to question here]

21.5 Unless already supplied, please provide copies of all notices sent to any leaseholder in the Building under regulation 6(2) and 6(8) of the BS(LP)(I) Regulations together with any written requests received from any leaseholders pursuant to regulation 6(9) of the BS(LP)(I) Regulations where a leaseholder deed of certificate has not yet been received by the Seller.

[Insert answer to question here]

21.6 Unless already supplied, please provide copies of all leaseholder deeds of certificate (including all the supporting information as referred to in regulation

6(7) of the BS(LP)(I) Regulations) which have been received from leaseholders in relation to the Building and confirm that the originals will be handed over on completion.

[Insert answer to question here]

21.7 If section 20D of the Landlord and Tenant Act 1985 (as inserted by section 133 of the BSA) applies to any works that have been or are to be carried out at the Property:

- (a) What steps have you taken to comply with section 20D?
- (b) What was the outcome of those steps?

[Insert answer to question here]