



# CONSENT TO LEASE APPLICATION

To be completed only if your mortgage account has been open for minimum 6 months (unless you are in the Armed Forces) and you are not currently taking a payment holiday.

Further information can be found at [www.halifax.co.uk](http://www.halifax.co.uk) and search "Consent to Let".

Mortgage Account No :

Name(s) on Mortgage Account:

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Address of property to be let:

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Reason for application – explain why you will not be living in the mortgage property, how long you intend to let & when you expect to move back in:

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Do you have any **Buy to Let** mortgages within the Lloyds Banking Group (that is, with Lloyds Bank, Halifax, Bank of Scotland, Birmingham Midshires, Intelligent Finance , The Mortgage Business, C&G or Scottish Widows)? If so please give details (account numbers & loan amounts) below.

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Is the property Shared Ownership/Shared Equity or was it bought in the last 5 years under the Right To Buy Scheme? If so please give details of the 3<sup>rd</sup> party below i.e. Builder, Housing Association or Local Authority and enclose their written confirmation to Consent to Lease with your application form.

**Please note we cannot process your application without the 3<sup>rd</sup> party's agreement.**

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Are you or anyone named on the mortgage in the British Armed Forces? If so, is the property intended to be your main residence in the future? Please give details and provide original evidence of your employment i.e. ID or last 3 payslips.

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Is the property currently being used/will it be used for business or commercial purposes, for example a shop? If so, please give details below.

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Is the property to be used as a holiday let? If so, please give details below of how many weeks a year it will be let for.

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Please state how much rent will you receive and frequency?

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Please provide any additional information relevant to your application on a separate sheet of paper if necessary.

Please give your forwarding/current address and telephone numbers where you can be contacted whilst not living at the property.

Address:	
Tel (day):	Tel (evening):
Mobile:	

**I/We acknowledge that:**

- If you consent to me/us letting my/our property, any tenancy I/we grant must comply with the conditions set out on the following pages. If the tenancy I/we grant does not comply with the conditions, it will be unauthorised and will not be binding on you.
- If consent to lease is granted it will be for 12 months except where my/our mortgage is currently on a product with an expiry date beyond 12 months. In those circumstances consent will be granted until the product expiry date. After this letting period if I/we still wish to let the property I/we must reapply for your consent.
- My/our mortgage will remain on the current mortgage product or lender variable rate for the letting period. If the current mortgage product expires within the letting period my/our mortgage will revert to the lender variable rate. Whilst the property is let I/we will not be able to transfer onto any other mortgage products. If I/we reoccupy the property I/we will provide reasonable evidence of re-occupation to you after which I/we will be able to transfer to a new product available to existing mortgage customers.
- You will continue to send all letters and statements to me/us at the property, unless I/we advise otherwise.

Signed	Date
<input type="text"/>	<input type="text"/>
Signed	Date
<input type="text"/>	<input type="text"/>
Signed	Date
<input type="text"/>	<input type="text"/>
Signed	Date
<input type="text"/>	<input type="text"/>

**Note - All parties to the mortgage must sign this form.**

As guarantor(s) of the mortgage I/we agree to the proposed letting.

Signed	Date
<input type="text"/>	<input type="text"/>

**Once Completed, please return to:**

Mortgage Servicing  
PO BOX 4  
Gloucester  
GL4 3RL

**INTERNAL USE ONLY**

Consent to Lease granted by (to be signed by LBG colleague)		
Signed	Date	
Help to Buy Scheme present:	Yes	
	No	
Consent to Lease (CTL) period granted: (Delete as applicable)	12 months	
	Expiry of existing product (>12 months)	
Input date CTL granted until (E.g. Where the customer remains on existing product with an ERC)		

## CONDITIONS

### General conditions (applicable to all tenancies, whatever the type of tenant):

1. Each tenancy agreement must be in writing for a fixed term up to a maximum of 12 months when the property is in England or Wales, and 6 months when it is in Scotland or Northern Ireland. Further tenancies can be granted providing the total length of all tenancies does not exceed the consent to lease period agreed with us.
2. If your property is leasehold, you must comply with the conditions in your lease before the tenancy begins. For example, you may need your landlord's written agreement to the tenancy.
3. The rent must cover your monthly mortgage payments and any outgoings such as council tax.
4. The tenancy agreement must provide that the tenant:
  - must use the property as a private dwelling and for no other purpose;
  - must keep the property in good repair and condition during the tenancy; and
  - must pay the rent monthly or weekly.
5. To protect our security, you as the landlord are required to notify the tenant that:
  - you have mortgaged the property;
  - as mortgagee we have a power of sale we can exercise in certain circumstances;
  - as mortgagee we can take possession of the property under the terms of the mortgage
6. As landlord you must ensure that in relation to the tenancy you comply with all relevant laws, e.g. the Tenancy Deposit schemes.
7. All occupants must sign the tenancy agreement.
8. You must not create multiple tenancies (where each tenant signs a separate agreement and/or has separate facilities).
9. The tenant or anyone else who lives at the property must not have diplomatic immunity.
10. You must arrange for the management of the property while you are away. You must also arrange for the tenancy to finish at the end of the letting period or earlier, if there is a breach by the tenant of the terms of the tenancy agreement.
11. You must contact your insurer direct to advise them that you wish to let your property, find out their requirements and ensure the property is properly insured for this purpose.
12. You must continue to pay the normal monthly mortgage payments during the tenancy.

### The following additional general conditions apply if you are letting in Scotland:

1. Lease or occupancy by any party apart from you cannot pre-date the registration date in the Land Register of Scotland of our standard security.
2. To avoid tacit relocation (the lease continuing on same terms at date of termination as original lease) the lease should contain a condition that at termination it continues from month to month until terminated.
3. The lease must be a properly constituted and valid short assured tenancy as defined in Section 32 of the Housing (Scotland) Act 1988 with AT5 notices served prior to occupancy. The period of a short assured tenancy requires to be for 6 months.
4. The prospective tenant must be given notice prior to commencement of occupancy that the mortgagee can seek possession under Ground 2 of the Housing (Scotland) Act 1988 and an equivalent condition is inserted in the lease.
5. There is to be no sub-letting or assignment within the first three months of the term. After that the tenancy agreement may allow assignment or sub-letting with your consent as landlord, provided that your consent is not to be unreasonably withheld. Any sub-tenancy must meet our tenancy requirements as set out in these conditions

### The following additional general conditions apply if you are letting in Northern Ireland:

1. Each tenancy agreement of business premises as defined in the Business Tenancies (Northern Ireland) Order 1996 shall be for a fixed period of 6 months. Further tenancies can be granted provided the total length of all tenancies is not more than 12 consecutive months for the same tenant.
2. The tenancy agreement must comply with the Private Tenancies (Northern Ireland) Order 2006.

### The following additional conditions apply if you are letting to an individual under an assured shorthold tenancy:

1. The tenancy must be an assured shorthold tenancy and you must comply with the terms of the Housing Act 1988 (as amended) when you create the tenancy.
2. The tenancy agreement must provide that the tenant cannot assign, sub-let, charge or otherwise part with possession, or share occupation of all or part of the property, within the first three months of the term. After that the tenancy agreement may allow assignment or sub-letting with your consent as landlord, provided that your consent is not to be unreasonably withheld. Any sub-tenancy must meet our tenancy requirements as set out in these conditions.
3. The tenancy in Scotland must be a short assured tenancy as defined in Section 32 of the Housing (Scotland) Act 1988.

### The following additional conditions apply if you are letting to an individual where the tenancy cannot be an assured shorthold tenancy, because for example the annual rent exceeds £100,000 per year:

1. The tenant must not have security of tenure.
2. The tenancy agreement must provide that the tenant cannot assign, sub-let, charge or otherwise part with possession, or share occupation of all or part of the property within the first three months of the term. After that the tenancy agreement may allow assignment or sub-letting with your consent as landlord, provided that your consent is not to be unreasonably withheld. Any sub-tenancy must meet our tenancy requirements as set out in these conditions.

### The following additional conditions apply if you are letting to a company:

1. The tenancy agreement must provide that the tenant cannot assign, sub-let, charge or otherwise part with possession, or share occupation of all or part of the property, without your agreement. Even then, it can be only to an employee of the tenant, and that employee must not enjoy security of tenure.
2. Under the terms of the tenancy agreement, any liquidator, receiver or administrator of the tenant must be obliged to carry out the obligations of the tenant under the tenancy agreement if the agreement gives these parties a right to take the tenant's interest.
3. The tenant must not enjoy security of tenure under the Landlord and Tenant Act 1954.
4. The Tenant must not enjoy security of tenure under the Business Tenancies (Northern Ireland) Order 1996.
5. The tenancy in Scotland must be a short assured tenancy as defined in Section 32 of the Housing (Scotland) Act 1988.

6. The tenancy must not breach the terms of the memorandum and articles of association of the tenant.
7. The registered office of the tenant must be in the United Kingdom. The tenant must have a place of business in England, Wales, Scotland or Northern Ireland.

### The following additional conditions apply if you are letting to a local authority:

1. The tenancy agreement must provide that the tenant must not assign, sub-let, charge or otherwise part with possession, or share occupation of all or part of the property, without your agreement and even then, any sub-letting by the tenant must be a "short-term arrangement" as defined in paragraph 6 of Schedule 1 to the Housing Act 1985.
2. The tenant must not enjoy security of tenure under the Landlord and Tenant Act 1954.
3. The Tenant must not enjoy security of tenure under the Business Tenancies (Northern Ireland) Order 1996.
4. The tenancy in Scotland must be a short assured tenancy as defined in Section 32 of the Housing (Scotland) Act 1988.

### The following additional conditions apply if you are letting to an educational institution:

1. The tenancy agreement must not allow the tenant to assign, sub-let, charge or otherwise part with possession, or share occupation of all or part of the property, without your written agreement and even then, only to someone pursuing or intending to pursue a course of study provided by the tenant or to a member of the academic staff of the tenant. Any such sub-tenant must not enjoy security of tenure.
2. The tenant must not enjoy security of tenure under the Landlord and Tenant Act 1954.
3. The Tenant must not enjoy security of tenure under the Business Tenancies (Northern Ireland) Order 1996.
4. The tenancy in Scotland must be a short assured tenancy as defined in Section 32 of the Housing (Scotland) Act 1988.

### The following additional conditions apply if you are letting to a housing association:

1. The tenant must be a registered social landlord registered with the Housing Corporation or Housing for Wales or a registered Housing Association in Northern Ireland under Part II of the Housing (Northern Ireland) Order 1992.
2. The registered office of the tenant must be in England or Wales.
3. The tenant must not enjoy security of tenure under the Landlord and Tenant Act 1954.
4. The Tenant must not enjoy security of tenure under the Business Tenancies (Northern Ireland) Order 1996.
5. The tenancy in Scotland must be a short assured tenancy as defined in Section 32 of the Housing (Scotland) Act 1988.
6. The tenancy agreement must not allow the tenant to assign, sublet, charge or otherwise part with possession, or share occupation of all or any part of the property, without your written agreement, except the property may be let on an assured shorthold tenancy (as defined by the Housing Act 1988 (as amended)) for a maximum term of 6 months. This assured shorthold tenancy must comply with all conditions attached to our consent to you granting this tenancy, except that the assured shorthold tenancy must not allow any sub-letting of the property.

### The following additional conditions apply if the letting is for holiday purposes.

1. The sole purpose of each tenancy must be to allow the tenants to use the property for a holiday. You must ensure that the Housing Act 1988 (as amended by the Housing Act 1996) does not apply to any tenancy.
2. Each tenancy must be for a fixed period of up to two weeks. That period must not be extended and the tenant must not be allowed to stay longer.
3. The tenants must not be allowed to take occupation until the agreement has been signed, dated and completed.
4. The agreement must provide for the rent to be paid in advance, either by lump sum at the start, or if the tenancy is for two weeks, by a payment at the start followed by a second payment one week later.
5. You must ensure that all planning permissions, building regulation approvals and any other consents or authorisations you need are obtained and complied with. If planning permission is needed you need to ensure that at the end of the last tenancy you also obtain permission to return the property to its present use.

## NOTES FOR GUIDANCE

1. Do not send the tenancy agreement to us for approval. We strongly recommend you consult your solicitor, or other professional adviser, about preparing the tenancy agreement and serving any notices.
2. If you let your property without our consent you will be in breach of your mortgage conditions. This breach would entitle us to seek repossession of your property and to sell it. In addition, if we consent to you letting your property and you do not comply with the conditions we set out in respect of the tenancy, we will treat the tenancy as unauthorised.
3. Do not allow a prospective tenant to occupy your property until you are sure you can comply with all our conditions and have, if necessary, taken professional advice.
4. It may be difficult to recover possession of your property if you do not prepare the tenancy agreement properly, or if any of the notices you need to serve on your tenant are defective or served wrongly.

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