

# WATLANDS

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## MANAGEMENT CO LTD

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*Maintaining and Managing Portland Mews*

### **Conditions of letting an apartment on Portland Mews**

Portland Mews is a well maintained complex made up of forty apartments. Managed by Watlands Management Company Ltd, each shareholder of the company owns of an apartment on Portland Mews. The apartments appeal to a spectrum of people ranging from different age groups to social status, this has created a community atmosphere which helps to ensure the site is cared for and maintained at all times.

When you purchased your property, you signed a Lease Agreement. This is a legal commitment between Adriatic Land 1 (GR3) Ltd (the Freeholder), Watlands Management Company Ltd (the management company) and the individual owner of each apartment (you).

**Part II Section 36 (sixth schedule) of the Lease Agreement says:**

***Not to assign underlet or part with possession of part only of the premises without the consent of the management company.***

Previously the management company has experienced difficulties with owners subletting/renting out their property without taking ownership of their responsibilities; this has had a direct impact on resident's quality of life and increased the service charge fee.

We do however recognise that there are shareholders who will look after their property, maintain it correctly and sublet to an appropriate tenant.

In an effort to protect residents and prevent unnecessary cost to the management company, additional conditions have been set to protect all parties. Before subletting your property / to continue subletting your property you must agree to the additions conditions prior to consent being agreed.

Please read the conditions and return a signed copy of this letter agreeing the conditions set. We recommend you keep a copy for your records.

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I formally apply to the management company to sublet my property

I agree to the conditions set out by the management company and understand that consent maybe withdrawn should a breach of the conditions occur.

Name:

Apartment:

Signature: .....

### **Conditions of Subletting/ Renting Your Property**

1) In the first instance, the management company will deal with the property owner directly and not a letting agent or tenant.

2) Part One, points three to twenty one of the sixth Schedule of the lease agreement must be written into or otherwise incorporated into the tenant's contract.  
(See appendix A)

The conditions set out in the lease agreement and the management company rules and regulations remain the property owner's responsibility at all times and liability can not be transferred.

*Should a breach occur by the tenant, it will be YOUR responsibility to resolve the matter. In the same way, should a tenant have any concerns about Portland Mews, they should contact YOU in the first instance and not the Management Company directly.*

3) The additional rules and regulation set by the Watlands Management Company must be written into or otherwise incorporated into the tenant's contract. (See appendix B)

4) Smoke detectors will be fitted and located on each floor of the property. Such devices will be checked and tested every 12 months by the landlord or designate.

5) The management company reserve the right to withdraw permission should a complaint be made by another shareholder of criminal activity at the property or should abusive or threatening behaviour be demonstrated by a tenant.

Domestic Violence and discrimination will not be tolerated by the management company. This includes racism, homophobia, disabilist, sexist or ageist behaviour towards another tenant or any other person.

6) Unless otherwise agreed, the Annual Service Charge and Ground Rent will be paid in full to the appropriate parties in the month of January. The responsibility for payment remains the property owner's responsibilities.

7) Animals, including cats and dogs are not permitted to be kept.

8) Apartments will not be sublet to students.

9) Parking is only permitted for one vehicle unless agreed directly with the management company (There are only 40 parking spaces & 40 apartments). The allocated parking is any space against the back wall only.

10) Storage of vehicles for more than 14 days is not permitted.

11) Vans or lettered vehicles are not permitted on Portland Mews or to be left overnight unless otherwise agreed with the management company.

12) On each occasion a property is sublet, it is your responsibility to update the change in occupancy using the link: [www.portlandmews.co.uk/newtenant](http://www.portlandmews.co.uk/newtenant)

13) Charges will be applied in accordance with the management companies table of fees.

14) The Management Company reserves the right to grant permission subject to and conditional upon its receipt of no less than two (but no more than five) character references from independent referees of the proposed sub-tenant.

### Management Company Fees 2017 /2018

Annual Service Charge	2014 Service Charge which includes, building insurance, external electric for the site, gardening, window cleaning & external building maintenance.	£500
Sale of Property	Charge for administering property sales	£40
Vacant property charge	Additional Insurance fee for properties empty for over 28 days (set by our insurance broker).	£50
Additional Communications Fee	Administration charge for any additional correspondence required after the owner has been made of a complaint but has not resolved the matter.	£35
Waste Removal Charge	Set fee, charged when the management company is required to arrange disposal of waste that has been discarded inappropriately by a tenant.	£50
Sorting of Waste	Watlands Management Company actively supports the Borough Councils waste recycling Scheme. A fee will be charged when it is necessary to sort waste disposed of incorrectly.	£25
Painting of doors & Windows	Payable when tenants have been neglectful/caused unintentional damage to paint work.	£50
Removal of Abandoned vehicle	Charge for legally removing a vehicle abandoned on site. This covers legal advice, vehicle checks, administration costs and vehicle recovery.	£250

Additional charges may apply to unintentional or deliberate acts of damage or cost incurred by the management company to resolve matters in accordance with lease agreement. The management Company reserve the right to charge additional fees for work incurred by neglect or as a result of a breach of the conditions contained within the lease agreement.