

Leasehold Information Form (3rd edition) (2023)

Address of the property

Address line 1	<input type="text"/>
Address line 2	<input type="text"/>
Address line 3	<input type="text"/>
Town / City	<input type="text"/>
Postcode	<input type="text"/>

Full names of the seller(s)

Please supply full names of the seller(s) of the property.

Individual seller(s) complete (a). If the seller is a company, complete (b)

(a) Name of seller(s) if individual(s)

1	First name	<input type="text"/>
	Middle name(s)	<input type="text"/>
	Last name	<input type="text"/>

2	First name	<input type="text"/>
	Middle name(s)	<input type="text"/>
	Last name	<input type="text"/>

3	First name	<input type="text"/>
	Middle name(s)	<input type="text"/>
	Last name	<input type="text"/>

4	First name	<input type="text"/>
	Middle name(s)	<input type="text"/>
	Last name	<input type="text"/>

(b) Name of seller if a company

Company name	<input type="text"/>
Company number	<input type="text"/>
Director/authorised person	<input type="text"/>
Country of incorporation	<input type="text"/>

Seller's solicitor

Name of solicitor's firm	<input type="text"/>
Address line 1	<input type="text"/>
Address line 2	<input type="text"/>
Address line 3	<input type="text"/>
Town / City	<input type="text"/>
Postcode	<input type="text"/>
Contact name	<input type="text"/>
Email	<input type="text"/>
Reference number	<input type="text"/>

Definitions

'building' means the building containing the property.

'buyer' means all buyers together where the property is being bought by more than one person.

'headlease' means any lease of the Building held by the landlord (including a superior landlord).

'landlord' includes any person who has a right under the lease to enforce payment of a service charge.

'landlord's certificate' is the certificate set out in Schedule 1 of **The Building Safety (Leaseholder Protections) (England) Regulations 2022**.

'leaseholder' means a tenant under a lease of a dwelling in a building.

'leaseholder deed of certificate' means the certificate set out in the Schedule to **The Building Safety (Leaseholder Protections) (Information etc.) (England) Regulations 2022**.

'neighbour' means those occupying flats in the building.

'property' means the leasehold property being sold.

'qualifying lease' has the meaning given in **section 119 of the Building Safety Act 2022**.

'remediation' means remediation of certain defects in buildings as provided for under sections 116 to 125 of, and Schedule 8 to, the Building Safety Act 2022. In particular, those provisions include protections from liability for leaseholders in specific circumstances.

'right to manage' means a collective right, given by the Commonhold and Leasehold Reform Act 2002, which leaseholders in a building containing flats have the right to exercise, allowing them to take over management of their building.

'seller' means all sellers together where the property is owned by more than one person.

Instructions to the seller

The seller should provide all relevant documentation relating to the lease when they return this completed form to their solicitor. This may include documents given to the seller when they purchased the property, or documents subsequently given to the seller by those managing the property.

Instructions to the seller and buyer

Please read the notes on TA6 Property Information Form

1. The Property

1.1 What type of leasehold property does the seller own?
(‘Flat’ includes maisonette and apartment.)

<input type="checkbox"/>	Flat
<input type="checkbox"/>	Shared ownership
<input type="checkbox"/>	Long leasehold house

1.2 Does the seller pay rent for the property? If Yes:

<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
--------------------------	-----	--------------------------	----

(a) How much rent is due each year?

£	<input type="text"/>
---	----------------------

(b) How regularly is the rent paid? (e.g. annually)

<input type="text"/>

(c) Is the rent subject to increase?

<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
--------------------------	-----	--------------------------	----

If Yes:

(d) How often is the rent reviewed?

<input type="text"/>

(e) How is the increase calculated? (eg set figure, doubling, in line with Retail Price Index, Consumer Price Index, etc)

<input type="text"/>

2. Ownership and management

2.1 Who owns the freehold?

(a) A person or company that is not controlled by the tenants

<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
--------------------------	-----	--------------------------	----

(b) A person or company that the tenants control

<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
--------------------------	-----	--------------------------	----

2.2 Is there a headlease?

<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
--------------------------	-----	--------------------------	----

If Yes, is the head leaseholder a person or company that is controlled by the tenants?

<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
--------------------------	-----	--------------------------	----

2.3 Who is responsible for managing the building?

(a) The freeholder

<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
--------------------------	-----	--------------------------	----

(b) The headleaseholder

<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
--------------------------	-----	--------------------------	----

(c) A management company named in the lease of the property

<input type="checkbox"/>	Yes	<input type="checkbox"/>	No
--------------------------	-----	--------------------------	----

(d) A Right to Manage company set up by the tenants under statutory rights

Yes No

(e) Other (please specify):

2.4 Has any tenants' management company been dissolved or struck off the register at Companies House?

Yes No

2.5 Does the landlord, tenants' management company or Right to Manage company employ a managing agent to collect rent or manage the building?

Yes No

3. Relevant documents

3.1 Please supply a copy of:

(a) the lease and any supplemental deeds

Attached To follow
 Already supplied

(b) any regulations made by the landlord or by the tenants' management company additional to those in the lease

Attached To follow
 Not applicable

3.2 Please supply a copy of any correspondence from the landlord, any management company and any managing agent.

Attached To follow

3.3 Please supply a copy of any invoices or demands and any statements and receipts for the payment of:

(a) maintenance or service charges for the last three years

Attached To follow
 Not applicable

(b) ground rent for the last three years

Attached To follow
 Not applicable

3.4 Please supply a copy of the buildings insurance policy:

(a) arranged by the seller and a receipt for payment of the last premium, or

Attached To follow

(b) arranged by the landlord or management company and the schedule for the current year

Attached To follow

3.5 If a landlord is a company controlled by the tenants and/or if a tenants' management company or Right to Manage company is managing the building, please supply a copy of:

(a) the Memorandum and Articles of Association

Attached To follow

(b) the share or membership certificate

Attached To follow

(c) the company accounts for the past three years

Attached To follow

4. Contact details

4.1 Please supply contact details for the following, where appropriate:

(The landlord may be, for example, a private individual, a housing association, or a management company owned by the residents. A managing agent may be employed by the landlord or by the tenants' management company to collect the rent and/or manage the building.)

Landlord:

Name	<input type="text"/>
Address line 1	<input type="text"/>
Address line 2	<input type="text"/>
Address line 3	<input type="text"/>
Town / City	<input type="text"/>
Postcode	<input type="text"/>
Telephone	<input type="text"/>
Email	<input type="text"/>

Management or Right to Manage Company:

Name	<input type="text"/>
Address line 1	<input type="text"/>
Address line 2	<input type="text"/>
Address line 3	<input type="text"/>
Town / City	<input type="text"/>
Postcode	<input type="text"/>
Telephone	<input type="text"/>
Email	<input type="text"/>

Managing agent:

Name	<input type="text"/>
Address line 1	<input type="text"/>
Address line 2	<input type="text"/>
Address line 3	<input type="text"/>
Town / City	<input type="text"/>
Postcode	<input type="text"/>
Telephone	<input type="text"/>
Email	<input type="text"/>

5. Maintenance and service charges

5.1 Who is responsible for arranging the buildings insurance on the property?

<input type="checkbox"/> Seller
<input type="checkbox"/> Management company
<input type="checkbox"/> Landlord

5.2 In what year was the outside of the building last decorated?

<input type="text"/> Year
<input type="checkbox"/> Not known

5.3 In what year were any internal communal parts last decorated?

<input type="text"/> Year
<input type="checkbox"/> Not known

5.4 Does the seller contribute to the cost of maintaining the building?

<input type="checkbox"/> Yes	<input type="checkbox"/> No
------------------------------	-----------------------------

If No to question 5.4, please continue to section 6 'Notices' and do not answer questions 5.5–5.10 below.

5.5 Does the seller know of any expense (e.g. the cost of redecoration of outside or communal areas not usually incurred annually) likely to be shown in the service charge accounts within the next three years?

<input type="checkbox"/> Yes	<input type="checkbox"/> No
------------------------------	-----------------------------

If Yes, please give details:

5.6 Does the seller know of any problems in the last three years regarding the level of service charges or with the management? If Yes, please give details:

Yes No

5.7 Has the seller challenged the service charge or any expense in the last three years? If Yes, please give details:

Yes No

5.8 Does the seller know of the existence or suspected existence in the building of cladding or any defects that may create a building safety risk? If Yes, please give details:

Yes No

5.9 Is the seller aware of any difficulties encountered in collecting the service charges from other flat owners? If Yes, please give details:

Yes No

5.10 Does the seller owe any service charges, rent, insurance premium or other financial contribution? If Yes, please give details:

Yes No

6. Notices

Note: A notice may be in a printed form or in the form of a letter.

6.1 Has the seller received a notice that the landlord wants to sell the building? If Yes, please supply a copy.

<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Attached	<input type="checkbox"/> To follow
<input type="checkbox"/> Lost	

6.2 Has the seller received any other notice about the building, its use, its condition or its repair and maintenance? If Yes, please supply a copy.

<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Attached	<input type="checkbox"/> To follow
<input type="checkbox"/> Lost	

7. Consents

Note: A consent may be given in a formal document, a letter or orally.

7.1 Is the seller aware of any changes in the terms of the lease or of the landlord giving any consents under the lease?

<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Attached	<input type="checkbox"/> To follow
<input type="checkbox"/> Lost	

If Yes, please supply a copy or, if not in writing, please give details:

8. Complaints

8.1 Has the seller received any complaint from the landlord, the management company or any neighbour about anything the seller has or has not done? If Yes, please give details:

<input type="checkbox"/> Yes	<input type="checkbox"/> No
------------------------------	-----------------------------

8.2 Has the seller complained or had cause to complain to or about the landlord, the management company, or any neighbour? If Yes, please give details:

<input type="checkbox"/> Yes	<input type="checkbox"/> No
------------------------------	-----------------------------

9. Alterations

9.1 Is the seller aware of any alterations having been made to the property since the lease was originally granted?

Yes No

If No, please go to section 10 'Enfranchisement' and do not answer 9.2 and 9.3 below.

9.2 Please give details of these alterations:

9.3 Was the landlord's consent for the alterations obtained? If Yes, please supply a copy.

Yes No
 Not known Not required
 Attached To follow

10. Enfranchisement

Note: 'enfranchisement' is the right of a tenant to purchase the freehold from their landlord and the right of the tenant to extend the term of the lease.

10.1 Has the seller owned the property for at least two years?

Yes No

10.2 Has the seller served on the landlord a formal notice stating the seller's wish to buy the freehold or be granted an extended lease? If Yes, please supply a copy.

Yes No
 Not known Not required
 Attached To follow

10.3 Is the seller aware of the service of any notice relating to the possible collective purchase of the freehold of the building or part of it by a group of tenants? If Yes, please supply a copy.

Yes No
 Not known Not required
 Attached To follow

10.4 Is the seller aware of any response to a notice disclosed in replies to 10.2 and 10.3 above? If Yes, please supply a copy

Yes No
 Not known Not required
 Attached To follow

11. Building safety, cladding and the leaseholder deed of certificate

Note: The Building Safety Act 2022 introduced leaseholder protections for qualifying leaseholders. Guidance about the protections for leaseholders is available at: <https://www.gov.uk/guidance/building-safety-leaseholder-protections-guidance-for-leaseholders>

Note: A deed of certificate confirms whether the leaseholder is eligible for the leaseholder protections. Guidance about the leaseholder deed of certificate is available at: <https://www.gov.uk/guidance/mandatory-information-required-from-leaseholders-and-building-owners> and frequently asked questions about the leaseholder deed of certificate is available at: <https://www.gov.uk/guidance/leaseholder-protections-deed-of-certificate-frequently-asked-questions>

11.1 Have any remediation works on the building been proposed or carried out?

<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Not applicable	

If Yes, please provide details of the remediation works proposed and evidence of any carried out.

<input type="checkbox"/> Attached	<input type="checkbox"/> To follow
-----------------------------------	------------------------------------

11.2 Is the lease of the property a qualifying lease?

<input type="checkbox"/> Yes	<input type="checkbox"/> No
------------------------------	-----------------------------

11.3 Is there a Leaseholder Deed of Certificate for the property?

<input type="checkbox"/> Yes	<input type="checkbox"/> No
<input type="checkbox"/> Not applicable	

If Yes:

(a) Did the seller (the current leaseholder) complete the deed of certificate or was it completed by a previous leaseholder?

<input type="checkbox"/> Current leaseholder
<input type="checkbox"/> Previous leaseholder

(b) Please supply a copy of the leaseholder deed of certificate and the accompanying evidence.

<input type="checkbox"/> Attached	<input type="checkbox"/> To follow
-----------------------------------	------------------------------------

11.4 Has the freeholder / landlord been notified of the intention to sell?

<input type="checkbox"/> Yes	<input type="checkbox"/> No
------------------------------	-----------------------------

11.5 Has the seller received a Landlord's Certificate and the accompanying evidence?

<input type="checkbox"/> Yes	<input type="checkbox"/> No
------------------------------	-----------------------------

If Yes, please supply a copy of the Landlord's Certificate and the accompanying evidence.

<input type="checkbox"/> Attached	<input type="checkbox"/> To follow
-----------------------------------	------------------------------------

Signed:

Signed:

Signed:

Signed:

Dated:

Dated:

Dated:

Dated:

Each seller should sign this form.