

## Leasehold Information Form (3<sup>rd</sup> edition) (2023)

## Address of the property

Address line 1	
Address line 2	
Address line 3	
Town / City	
Postcode	

## 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	2 First name
Middle name(s)	Middle name(s)
Last name	Last name
3 First name	4 First name
Middle name(s)	Middle name(s)
Last name	Last name



(b) Name of seller if a company

Company name	
Company number	
Director/authorised person	
Country of incorporation	

## **Seller's solicitor**

Name of solicitor's firm	
Address line 1	
Address line 2	
Address line 3	
Town / City	
Postcode	
Contact name	
Email	
Reference number	



## 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.)

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

- (a) How much rent is due each year?
- (b) How regularly is the rent paid? (e.g. annually)
- (c) Is the rent subject to increase?

If Yes:

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

# Flat Shared ownership Long leasehold house Yes No

£
Yes No



## 2. Ownership and management

## 2.1 Who owns the freehold?

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

## 2.2 Is there a headlease?

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

## 2.3 Who is responsible for managing the building?

- (a) The freeholder
- (b) The headleaseholder
- (c) A management company named in the lease of the property

Yes	No
Yes	No
Yes	No
Yes	No

Yes	No
Yes	No
Yes	No



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

Yes No

No

No

Yes

Yes

- (e) Other (please specify):
- Has any tenants' management company been dissolved 2.4 or struck off the register at Companies House?
- 2.5 Does the landlord, tenants' management company or Right to Manage company employ a managing agent to collect rent or manage the building?

## 3. Relevant documents

- 3.1 Please supply a copy of:
  - (a) the lease and any supplemental deeds

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

- 3.2 Please supply a copy of any correspondence from the landlord, any management company and any managing agent.
- 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
  - (b) ground rent for the last three years

#### 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

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

Attached To follow Already supplied
Attached To follow Not applicable

Attached	To follow
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Attached To follow
Not applicable
Attached To follow
Not applicable

Attached	To follow
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
  - (b) the share or membership certificate
  - (c) the company accounts for the past three years

Attached To follow
Attached To follow
Attached To follow

Management or Right to Manage Company:

## 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:

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## Name Name Address line 1 Address line 1 Address line 2 Address line 2 Address line 3 Address line 3 Town / City Town / City Postcode Postcode Telephone Telephone Email Email



## Managing agent:

Name	
Address line 1	
Address line 2	
Address line 3	
Town / City	
Postcode	
Telephone	
Email	

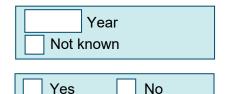
## 5. Maintenance and service charges

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

In what year was the outside of the building last

Seller
Management company
Landlord

	Year
Not known	



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

In what year were any internal communal parts last

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? If Yes, please give details:





5.2

5.3

decorated?

decorated?

	Yes	No
expense in the last three years? If Yes, please give	Yes	No
existence in the building of cladding or any defects that may create a building safety risk?	Yes	No
collecting the service charges from other flat owners?	Yes	No
premium or other financial contribution? If Yes, please	Yes	No
	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: Has the seller challenged the service charge or any expense in the last three years? If Yes, please give details: 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: Is the seller aware of any difficulties encountered in collecting the service charges from other flat owners? If Yes, please give details: Does the seller owe any service charges, rent, insurance premium or other financial contribution? If Yes, please give details:	years regarding the level of service charges or with the remanagement? If Yes, please give details:  Has the seller challenged the service charge or any expense in the last three years? If Yes, please give details:  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:  Is the seller aware of any difficulties encountered in collecting the service charges from other flat owners? If Yes, please give details:  Does the seller owe any service charges, rent, insurance premium or other financial contribution? If Yes, please



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No

## 6. Notices

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

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

## 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?

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:
- 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:

Yes	No
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Yes No Attached Lost

To follow

Yes No Attached To follow Lost



Lost

Yes





## 9. Alterations

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

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.

## **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?
- 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.
- 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.
- 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

freehold from their landlord	

No

Not required

To follow

No

Yes

Not known

Attached

Yes

Yes	No
Not known	Not required
Attached	To follow

Yes	No
Not known	Not required
Attached	To follow

Yes	No
Not known	Not required
Attached	To follow



Yes	No

## 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?

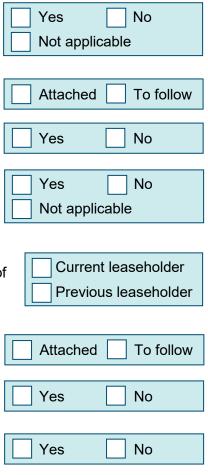
If Yes, please provide details of the remediation works proposed and evidence of any carried out.

- 11.2 Is the lease of the property a qualifying lease?
- 11.3 Is there a Leaseholder Deed of Certificate for the property?

If Yes:

- (a) Did the seller (the current leaseholder) complete the deed of certificate or was it completed by a previous leaseholder?
- (b) Please supply a copy of the leaseholder deed of certificate and the accompanying evidence.
- 11.4 Has the freeholder / landlord been notified of the intention to sell?
- 11.5 Has the seller received a Landlord's Certificate and the accompanying evidence?

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



Attached

To follow

Signed:	Dated:
Signed:	Dated:
Signed:	Dated:
Signed:	Dated:

Each seller should sign this form.

